



THE CORPORATION OF THE TOWNSHIP OF PUSLINCH
2015 COUNCIL MEETING

AGENDA

DATE: Wednesday, April 15, 2015

CLOSED MEETING: 5:30 P.M.

LOCATION: Municipal Offices – 7404 Wellington Rd. 34

REGULAR MEETING: 7:00 P.M.

LOCATION: Puslinch Community Centre, 23 Brock Rd. South

≠ Denotes resolution prepared

1. Call the Meeting to Order
2. Disclosure of Pecuniary Interest & the General Nature Thereof.

≠ **3A. CLOSED MEETING**

- (a) Confidential Verbal Report from Karen Landry, CAO/Clerk, regarding personal Matters about an identifiable individual, including municipal or local board employees – Ontario Senior of the Year Nominations
- (b) Confidential Verbal Report from Karen Landry, CAO/Clerk, regarding litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board and advice that is subject to solicitor-client privilege including communications necessary for that purpose – Plan 386

≠ **3. Adoption and Receipt of Minutes of the Previous Meeting.**

- (a) Council Meeting – April 1, 2015
- (b) Closed Council Meeting – April 1, 2015
- (c) Public Meeting Minutes – Marc & Andrea Reid – March 11, 2015

4. Business Arising Out of the Minutes.



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5. **PUBLIC MEETINGS**

* note this meeting will be held on April 16, 2015 at 7:00 p.m. Optimist Recreation Centre, Gymnasium, 23 Brock Rd South.

(a) Draft Recreation and Parks Master Plan dated April 2, 2015

* note a full copy of the Draft Recreation and Parks Master Plan is available on the Township's website

6. **COMMUNICATIONS**

≠ 1. **Request – Use of Puslinch Fire Hall**

(a) Correspondence from Optimist Club of Puslinch dated March 31, 2015.

2. **CBM St. Mary's Cement – Licence #129817
Mast Snyder Pit
6848 Forestell Rd.**

(a) Correspondence from Ministry of Natural Resources dated May 8, 2014.
* drawings are available for viewing in the Clerk's Office

≠ 3. **Intergovernmental Affairs**

(a) Various correspondence for review.

7. **DELEGATIONS/PRESENTATIONS**

≠ 1. 7:05 p.m. – Mr. Ralph Southward regarding Marc & Andrea Reid Site Alteration Application 7827 Wellington Rd. 36.

≠ 2. 7:20 p.m. – Mr. Dennis Lea regarding Farming 101 – Part 2.

8. **REPORTS**

1. **Puslinch Fire and Rescue Services**

≠ (a) Puslinch Fire and Rescue Services Response Report for March, 2015.



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2. **Finance Department**
 - ≠ (a) Report FIN-2015-015 – 2014 Annual Building Permit Report
 - ≠ (b) February 2015
 - i. Financial Report as of February 28, 2015
 - ii. Cheque Register –February 1, 2015 to February 28, 2015
 - iii. Financial Report By Department – February 2015
 - iv. Total Revenues, Contributions from Working Reserves and Expenditures – All Departments – February 2015
3. **Administration Department**

None.
4. **Planning and Building Department**
 - ≠ (a) Report PD-2015-007- Site Alteration Agreement Marc & Andrea Reid – 7827 Wellington Rd. 36
 - ≠ (b) Chief Building Official Report – March 2015
5. **Roads & Parks Department**

None.
6. **Recreation Department**

None.
9. **NOTICES OF MOTION**

None.
10. **COMMITTEE MINUTES**

None.
11. **MUNICIPAL ANNOUNCEMENTS**
13. **UNFINISHED BUSINESS**



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14. **BY-LAWS**

None.

15. **CONFIRMING BY-LAW**

(a) By-law to confirm the proceedings of Council for the Corporation of the Township of Puslinch

≠ 16. **ADJOURNMENT**



MINUTES

DATE: Wednesday, April 1, 2015

TIME: 12:00 P.M.

The April 1, 2015 Regular Council Meeting was held on the above date and called to order at 12:00 p.m. in the Council Chambers, Aberfoyle.

1. ATTENDANCE:

Mayor Dennis Lever
Councillor Matthew Bulmer
Councillor Susan Fielding – arrived at 12:04 p.m.
Councillor Ken Roth
Councillor Wayne Stokley

STAFF IN ATTENDANCE:

1. Donna Tremblay, Deputy Clerk
2. Karen Landry, CAO/Clerk
3. Don Creed, Director of Public Works and Parks
4. Steve Goode, Fire Chief

OTHERS IN ATTENDANCE

1. Kevin Johnston
2. Karen Lever
3. Doug Smith
4. Marc Reid
5. Jeremy Devries
6. Dennis Lea
7. Sara Bailey

2. DISCLOSURE OF PECUNIARY INTEREST & THE GENERAL NATURE THEREOF:

None.

3A. CLOSED MEETING

Council was in closed session from 12:02 p.m. to 12:48 p.m.

Council recessed from 12:49 p.m. to 1:00 p.m.

- (a) Confidential Report from the Township's Solicitor, regarding litigation or potential litigation, including matters before administrative tribunals affecting the municipality or local board and advice that is subject to Solicitor-Client privilege, including communications necessary for that purpose – Township of Puslinch By-law 31/12 - Site Alteration By-Law
- (b) Confidential Verbal Report from Karen Landry, CAO/Clerk, regarding personal matters about an identifiable individual including municipal or local board employees and advice that is subject to Solicitor-Client privilege, including communications necessary for that purpose – Employee Matters
- (c) Confidential Verbal Report from Karen Landry CAO/Clerk, regarding litigation or potential litigation, including matters before administrative tribunals affecting the municipality or local board and advice that is subject to Solicitor-Client privilege, including communications necessary for that purpose – Krayishnik – 6643 Concession 2.



- (d) Confidential Verbal Report from Karen Landry, CAO/Clerk regarding litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board and a proposed or pending acquisition or disposition of land by the municipality or local board and advice that is subject to Solicitor-Client privilege, including communications necessary for that purpose – Plan 386

Resolution No. 2015-116: Moved by Councillor Stokley and
Seconded by Councillor Roth

That Council shall go into closed session under Section 239 of the Municipal Act for the purpose of:

- (a) Confidential Report from the Township's Solicitor, regarding litigation or potential litigation, including matters before administrative tribunals affecting the municipality or local board and advice that is subject to Solicitor-Client privilege, including communications necessary for that purpose – Township of Puslinch By-law 31/12 - Site Alteration By-Law
- (b) Confidential Verbal Report from Karen Landry, CAO/Clerk, regarding personal matters about an identifiable individual including municipal or local board employees and advice that is subject to Solicitor-Client privilege, including communications necessary for that purpose – Employee Matters
- (c) Confidential Verbal Report from Karen Landry CAO/Clerk, regarding litigation or potential litigation, including matters before administrative tribunals affecting the municipality or local board and advice that is subject to Solicitor-Client privilege, including communications necessary for that purpose – Krayishnik – 6643 Concession 2.

CARRIED

Resolution No. 2015-117: Moved by Councillor Fielding and
Seconded by Councillor Stokley

That Council move into open session.

CARRIED

Resolution No. 2015-118: Moved by Councillor Fielding and
Seconded by Councillor Stokley

That Council receive the Confidential Report from the Township's Solicitor, regarding litigation or potential litigation, including matters before administrative tribunals affecting the municipality or local board and advice that is subject to Solicitor-Client privilege, including communications necessary for that purpose – Township of Puslinch By-law 31/12 - Site Alteration By-Law.

CARRIED



Resolution No. 2015-119: Moved by Councillor Stokley and
Seconded by Councillor Fielding

That Council receive the Confidential Verbal Report from Karen Landry, CAO/Clerk, regarding personal matters about an identifiable individual including municipal or local board employees and advice that is subject to Solicitor-Client privilege, including communications necessary for that purpose – Employee Matters.

CARRIED

Resolution No. 2015-120: Moved by Councillor Fielding and
Seconded by Councillor Stokley

That Council receive the Confidential Verbal Report from Karen Landry CAO/Clerk, regarding litigation or potential litigation, including matters before administrative tribunals affecting the municipality or local board and advice that is subject to Solicitor-Client privilege, including communications necessary for that purpose – Krayishnik – 6643 Concession 2.

CARRIED

Resolution No. 2015-121: Moved by Councillor Stokley and
Seconded by Councillor Fielding

That Council receive the Confidential Verbal Report from Karen Landry, CAO/Clerk regarding litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board and a proposed or pending acquisition or disposition of land by the municipality or local board and advice that is subject to Solicitor-Client privilege, including communications necessary for that purpose – Plan 386.

CARRIED

3. **ADOPTION OF THE MINUTES:**

Resolution No. 2015-122 : Moved by Councillor Bulmer and
Seconded by Councillor Roth

That the minutes of the following meetings be adopted as written and distributed:

- (a) Council Meeting – March 18, 2015

CARRIED

4. **BUSINESS ARISING OUT OF THE MINUTES:**

None.

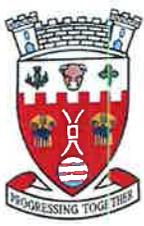
5. **PUBLIC MEETINGS:**

None.

6. **COMMUNICATIONS:**

1. **Region of Waterloo – Water Supply Master Plan**

- (a) Correspondence from Region of Waterloo Regarding Water Supply Master Plan Update dated March 9, 2015.



Councillor Stokley requested that staff request maps with street names and the location of the wells from the Region of Waterloo.

Karen Landry, CAO/Clerk advised that this request has already been made to the Region.

2. Request to Waive Fees – Outdoor Marquee Sign

- (a) Correspondence from Life Donation Awareness Association regarding Be A Donor Month dated March 16, 2015.

Resolution No. 2015-123: Moved by Councillor Fielding and
Seconded by Councillor Stokley

That Council receive the correspondence from Life Donation Awareness Association regarding be a Donor Month dated March 16, 2015; and

That Council approve the usage of the Outdoor Marquee Sign for the Be A Donor Campaign, and

That Council approve the waiving of the fees associated with the rental of the Township's Outdoor Marquee Sign in the amount of \$284.76 (\$252.00 + \$32.76 HST), representing 4 lines per week for 4 weeks; and

That staff advise the Life Donation Awareness Association that their request has been approved; and

That staff include for consideration these types of requests in the preparation of the Township's In-kind Policy.

CARRIED

**3. St. Mary's Cement Inc. (Canada)
Mast Pit – Licence No. 17600
4313 Sideroad 25 S**

- (a) Correspondence from Ministry of Natural Resources regarding Aggregate Resources Act Licence #17600, St. Mary's Cement Inc. (Canada), Lots N. ½ 26, Concession 1, Township of Puslinch, Request for Minor Licence Amendment dated March 9, 2015.

4. Intergovernmental Affairs

- (a) Various correspondence for review.

IG tem #1 - Ontario Senior of the Year Award

Councillor Fielding requested that a copy of the successful award winners be circulated to Council for their information.

Resolution No. 2015-124: Moved by Councillor Bulmer and
Seconded by Councillor Roth

That the correspondence items listed on the Council Agenda for April 1, 2015 Council meeting be received.

CARRIED



7. DELEGATIONS/PRESENTATIONS

1. Mr. Aaron Hill, Landscape Architect, MacKinnon & Associates regarding Phase 1, Morriston Streetscaping Project.

Mr. Hill made a presentation to Council with respect to Phase 1 of the Morriston Streetscaping Project. Mr. Hill's presentation included information regarding Ministry of Transportation Permits and project timing with respect to these permits.

Resolution No. 2015-125: Moved by Councillor Roth and
Seconded by Councillor Bulmer

That Council receive the presentation from Mr. Aaron Hill, Landscape Architect, MacKinnon & Associates regarding Phase 1, Morriston Streetscaping Project; and

That staff arrange for an Open House to provide information regarding the Phase 1 Morriston Streetscaping Project prior to commencement of the construction work.

CARRIED

2. Mr. Dennis Lea regarding Farming 101.

Mr. Dennis Lea gave a presentation to Council which included concerns regarding ground water monitoring and soil sampling relating to the Site Alteration Application at 7827 Wellington Rd. 36.

Resolution No. 2015-126: Moved by Councillor Bulmer and
Seconded by Councillor Roth

That Council receive the delegation from Mr. Dennis Lea regarding Farming 101.

CARRIED

3. Mr. David Hamilton regarding previous fill projects in the neighbouring townships; permit numbers supplied by broker; positive benefits; water quality results of fill operations; history of water quality post fill.

Mr. David Hamilton made a presentation to Council which included concerns regarding groundwater concerns regarding the Site Alteration Application at 7827 Wellington Rd. 36.

Resolution No. 2015-127: Moved by Councillor Bulmer and
Seconded by Councillor Roth

That Council receive the delegation from Mr. Dave Hamilton regarding previous fill projects in the neighbouring townships; permit numbers supplied by broker; positive benefits; water quality results of fill operations; history of water quality post fill.

CARRIED

8. REPORTS:

1. **Puslinch Fire and Rescue Services**

(a) Report FIR-2015-002 – Office Furniture



Resolution No. 2015-128: Moved by Councillor Stokley and
Seconded by Councillor Roth

That Report FIR 2015-002 regarding Office Furniture be received; and

That Council authorize the single source retainer of Bakers atWork Office Furniture for the acquisition and installation of office furniture; and

That Council authorize the expenditure of funds in the amount of \$5,500 for office furniture and installation costs to be funded from 2015 Capital Budget Project – Office Furniture

CARRIED

2. Finance Department

None.

3. Administration Department

(a) Report ADM-2015-003 – Term of Council 2014-2018 Goals and Objectives

Councillor Stokley requested that in the report regarding paved shoulders include information regarding lining of roads.

Councillor Bulmer requested that source water protection be included as a consideration when reviewing the initiative for additional Industrial/Commercial lands.

Councillor Bulmer requested that staff take into consideration whether food or vending is the purpose of the mobile food trailer by-law.

Councillor Bulmer requested that the Fortification of Land By-Law be brought for review earlier than the proposed 2022 date. Councillor Bulmer expressed concerns regarding the wording contained in the by-law with respect to excessive protective elements with respect to accessibility.

Karen Landry, CAO/Clerk advised that this matter can be brought forward for an earlier review.

Mayor Lever advised that he has been advised that he has spoken with the outgoing Chair of the Guelph Chamber of Commerce and have indicated that Puslinch are members of the Guelph Chamber of Commerce. Mayor Lever advised that a new Board Chair has been appointed and that there is an intention to set up regular member meetings for members outside of the core boundary of Guelph.

Mayor Lever advised that he will be providing updates at Puslinch Council meetings on County Council matters as they directly relate to their impact on Puslinch and are not a duplication of matters which are reported in the Wellington Advertiser.



Resolution No. 2015-129: Moved by Councillor Roth and
Seconded by Councillor Stokley

That Report ADM-2015-003 regarding Term of Council 2014 – 2018 Goals and Objectives be received

CARRIED

(b) Report ADM-2015-004 – 2015 Council and Budget Meeting Schedule – 2nd Revised

Resolution No. 2015-130: Moved by Councillor Roth and
Seconded by Councillor Bulmer

That Report ADM-2015-004 regarding the 2015 Council & Budget Meeting Schedule – 2nd Revised, be received; and

That Council adopt the 2015 Council and Budget Meeting Schedule – 2nd Revised, attached as Appendix “A” to Report ADM-2015-004; and

That the 2015 Council and Budget Meeting Schedule – 2nd Revised be circulated to the County of Wellington for Information Purposes; and

That the Township’s website be updated to include the respective meeting dates.

CARRIED

4. Planning and Building Department

None.

5. Roads & Parks Department

None.

6. Recreation Department

None.

9. NOTICE OF MOTION:

Councillor Bulmer – Fletcher Creek Park – Parking By-Law

10. COMMITTEE MINUTES

(a) Recreation Committee – February 17, 2015.

Resolution No. 2015-131: Moved by Councillor Bulmer and
Seconded by Councillor Roth

That Council hereby receives the following minutes as information:

(a) Recreation Committee – February 17, 2015

CARRIED



11. MUNICIPAL ANNOUNCEMENTS

Green Legacy Tree Distribution Days

Councillor Roth advised those in attendance that the Green Legacy Tree Distribution Day will take place on Saturday, April 25, 2015 from 8:30 a.m. to 11:00 a.m. at the Green Shed located at the Puslinch Community Centre. 5,000 tree seedlings will be made available free of charge to residents of the Township. Donations to the Food Bank will be accepted.

Mayor Lever advised that the Puslinch Optimist Club will also be selling rain barrels on that day from the same location.

Township Roadside Cleanup Day

Councillor Bulmer advised that the Township roadside cleanup day will take place on Saturday, May 2, 2015.

Mayor's Meeting

Mayor Lever advised that he recently met with Township of Guelph/Eramosa Mayor Chris White and City of Guelph Mayor Cam Guthrie. Mayor Lever advised that they discussed a number of common issues including economic development.

Ministry of Municipal Affairs and Housing – Regional Town Hall Meetings

Mayor Lever advised that he attended a town hall meeting on March 25, 2015 in Kitchener regarding the co-ordinated review of the Growth and Greenbelt Plans.

2015 Puslinch Volunteer of the Year Award

Mayor Lever advised that the deadline for submissions for the 2015 Puslinch Volunteer of the Year has been extended to April 17, 2015. Information can be obtained from the Township's website.

Draft Recreation and Parks Master Plan

Mayor Lever advised that a Public Open House will be held on Saturday, April 11, 2015 from 12:00 noon to 2:00 p.m. at the Puslinch Community Centre and Thursday, April 16, 2015 at 7:00 p.m. at the Optimist Recreation Centre, gymnasium. Mayor Lever advised that copies of the draft plan would be available on the Township's website.

12. CLOSED MEETING

See Item 3A.

13. UNFINISHED BUSINESS

None.

14. BY-LAWS:

- (a) A by-law to authorize the entering into an Agreement with The Corporation of the City of Guelph – Fire Dispatch Agreement (**Resolution 2015-104 and Report FIR-2015-001**)



Resolution No. 2015-132 Moved by Councillor Roth and
Seconded by Councillor Bulmer

That the following By-laws be taken as read three times and finally passed in open Council:

- (a) By-Law **29/15** being a by-law to authorize the entering into an Agreement with The Corporation of the City of Guelph regarding the Fire Dispatch Agreement.

CARRIED

15. CONFIRMING BY-LAW

- (a) By-Law to confirm the proceedings of Council for the Corporation of the Township of Puslinch

Resolution 2015-133 Moved by Councillor Bulmer and
Seconded by Councillor Roth

That the following By-law be taken as read three times and finally passed in open Council:

- By-Law **30/15** being a by-law to confirm the proceedings of Council for the Corporation of the Township of Puslinch at its meeting held on the 1st day of April 2015.

CARRIED

16. ADJOURNMENT:

Resolution No. 2015-134: Moved by Councillor Roth and
Seconded by Councillor Bulmer

That Council hereby adjourns at 2:22 p.m.

CARRIED

Dennis Lever, Mayor

Karen Landry, CAO Clerk



THE CORPORATION OF THE TOWNSHIP OF PUSLINCH
PUBLIC MEETING MINUTES

DATE: Wednesday March 11, 2015

TIME: 7:00 p.m.

PLACE: Puslinch Community Centre

MEMBERS: Mayor Dennis Lever – Chair
Councillor Matthew Bulmer
Councillor Susan Fielding
Councillor Ken Roth
Councillor Wayne Stokley

At 7:00 p.m. the Chair welcomed those attending the Public Meeting.

The Chair advised that purpose of the Public Meeting is to allow those in attendance an opportunity to obtain information and ask questions relating to the Site Alteration Application commenced by the Applicants: Marc & Andrea Reid, regarding their property located at 7827 Wellington Road 36.

The Chair advised that the members of Council are here to observe and listen to public comments; however, they will not provide a position on the matter.

The Chair instructed the format of the Public Meeting is as follows:

- The Township staff will make a presentation regarding the site alteration application
- The applicant will make a presentation.
- Following this the public can obtain clarification, ask questions and express their views on the proposal.
- Each individual is to clearly state their name and location before asking questions.
- The number of questions and length of time provided to each individual requesting information may be limited in order to provide everyone an opportunity speak.
- Council will then have the opportunity to obtain clarification and ask questions of the applicant
- The applicant and staff will attempt to answer questions or respond to concerns this evening. If this is not possible, the applicant and/or staff will follow up and obtain this information. Responses will be provided when this matter is brought forward and evaluated by Council at a later date.

The Chair introduced Mr. Robert Kelly, Chief Building Official for the Township of Puslinch.

Presentations

Mr. Robert Kelly advised that the proposed application seeks to import approximately 69,500 m³ of fill to allow for more efficient farming of the existing uneven land on the western portion of the property. The property has a horse operation and the owners must find farming efficiencies to increase the productivity of these fields.

Mr. Kelly advised that the amount of fill subject to the permit issued by Halton Conservation is approximately 54,349 m³. The remaining 15,135 m³ falls outside the regulatory limits of Halton Conservation and is subject to the Township's Site Alteration By-law requirements.

Mr. Kelly advised that the subject site, known municipally as 7827 Wellington Road 36, is located on the south side of Wellington Road 36, west of Concession Road 11 and is legally described as Part Lot 31, Concession 10. The parcel is approximately 39.2 ha and is zoned Agricultural. The location is surrounded by existing rural residential and agricultural parcels.

Mr. Kelly advised that the operating hours of the site are Monday to Friday 7:00 a.m. to 7:00 p.m., Saturday 7:00 a.m. to 1:00 p.m. and excludes holidays. Mr. Kelly advised that the site operating hours are in accordance with the Township's noise by-law.

Mr. Kelly provided a map showing the proposed truck haul route.



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Mr. Kelly advised that as required, a clean fill project control plan has been submitted and forms part of the Site Alteration Agreement.

Mr. Kelly advised that a ground water monitoring program has been established. Three groundwater monitoring wells have been constructed to monitor the impact of the filling operation on local groundwater quality. A base line sample has been collected by the land owner and will be submitted to the Township for review prior to the issuance of a site alteration permit. Monitoring of the wells will continue for two years following closure of filling operations.

Mr. Kelly advised that the permit application has been reviewed by the following consultants on behalf of the township, GM Blueplan Engineering; GWS; Harden Environmental Services Ltd.; County of Wellington Engineering and Planning; and Conservation Halton and all matters have been addressed to their satisfaction.

Mr. Kelly advised that after completion of Staff report PD-2015-005, the township was advised that the County of Wellington has requested the applicant use a ½ asphalt mix for the driveway to the site and that the requested entrance be removed at the completion of the fill operation.

The Chair thanked Mr. Kelly for his presentation.

The Chair introduced the Applicant, Mr. Marc Reid.

Mr. Reid thanked those members of the public for attending tonight's meeting.

Mr. Reid advised that he began the application process 2 years ago and that great deal of time and effort has gone into obtaining the appropriate permits and approvals for his project. He operates a family farm on the property which has been used as a farm for the last 40 years. He intends to keep horses on the property but is performing the works in order to increase the usefulness of the property for hay production, exercising of horses and expansion of the area farm. Mr. Reid indicated a significant amount of effort for this application and to do things the right way has occurred and is for the long term sustainability of his farming business.

Mr. Reid advised that he is here this evening in order to answer any questions and provide clarification to issues not already answered in the Township's reports.

Questions/Comments

Don Aubin, 4242 Watson Road South, expressed concerns regarding damage which could be caused by the additional truck traffic along County Road 36 and inquired as to who would be responsible for the damage and repairs.

Mr. Pasquale Costanzo, Technical Services Supervisor, Roads Department, County of Wellington advised that at County Road 36 there is currently a ½ load restriction which will remain in place until May 15, 2015. Load restrictions can be put in place at any time on a County Road. County Roads are built for truck traffic.

Mr. Costanzo, advised that the County of Wellington patrols its roads 24/7 and that the Highway Traffic Act allows for enforcement of any violations.

Roseanne Warren, 4291 Concession 11, raised concerns about whether fill from a subway system project will be allowed to be brought into the township.

The Chair advised that each application will be subject to a process and that the township is not involved in any fee paid between the applicant and fill operator as part of the application process.

Diane Green, 4707 Watson Road South questioned as to whether they would be advised when the matter returns to council.

The Chair advised that notification will be provided to those who indicated when the matter returns to Council.

Laverne Clark, 78 Queen Street, questioned as to whether the quality of soil would be up to the standard to grow crops?

Mr. Reid advised that the plan called for the stripping of the existing topsoil, this soil will be replaced on top of the clean fill.



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Sarah Bailey, 7815 Wellington Rd 36, questioned as to whether Mr. Reid was obtaining payment to receive fill?

Mr. Reid advised that his current budget has been spending \$140,000, to complete the works. He is indirectly receiving some services and does not have to pay for the fill.

Mr. Garfield Cressman, 4155 Concession 11, advised that anyone raising concerns about the mud on County Road 36, should also be aware of the mud along Concession 11. Mr. Cressman questioned as to whether the majority of the fill in this application is outside of the Township's jurisdiction and under the Conservation Halton?

Charles Priddle, Coordinator Regulation Program from Conservation Halton advised that the majority of the fill in this application is within the Halton Conservation jurisdiction and outside of the Township's site alteration process.

Shirley Hillman, 4315 Concession 11, raised concerns regarding Mr. Reid's comments that he would be stripping off top soil and bringing in good soil. Ms. Hillman questioned as to whether Mr. Reid was commenting that soil being brought in was not good?

Mr. Reid provided clarification that the soil being brought in must meet stringent requirements, his comments with respect to "good soil" meant good crop soil. All soil being brought in must meet Table 1 requirements.

Cameron Tuck, 4119 Highway 6, questioned as to how many trucks are 69,000 m³? How did Mr. Reid come up with this figure and did he look at alternate methods and whether the project could be completed using less fill?

Mr. Reid advised that the number of trucks is approximately 7,000 trucks which are not significant based on the size of his property being 95 acres. The land area and the amount of soil are calculated by an Engineering company and is an estimate as it is based on the grading calculation.

Dave Hamilton, 7826 Wellington Rd 36, inquired as to what is Mr. Reid's present per acre yield of hay and what does he anticipate his yield will be after the fill is put in place?

Mr. Reid advised that he yields 70 to 90/acre.

Ralph Southman, 4347 Concession 11, inquired as to what alternate methods Mr. Reid explored?

Mr. Reid advised that he did explore other options, but there were problems with proximity to the existing facility, bedrock and wash out and water sitting in the field which prohibited him from having a tractor enter the field to cut the hay. Levelling of the area would allow for better exercise area for horses and provides options for long term potential. Mr. Reid advised that he has been looking at alternative options for 2 years.

John Myer, 7818 Wellington Rd. 36, requested information from the Halton Conservation Representative the process in obtaining a fill permit under Conservation Halton.

Charles Priddle, Coordinator Regulation Program from Conservation Halton advised that Halton Conservation Staff reviewed the application based on ensuring that the proposed works would not have a hydrological impact on the wetlands in the area.

A topographic study was conducted wherein Conservation Halton staked the wetlands so that the area would be appropriately delineated. A set back of 30m from those wetlands would be applied and no work, including grading would be permitted in this setback area.

Conservation Halton required a proposed grading plan/site which indicated that proposed drainage after works so that engineering/ecology staff could ensure that the wetlands would not be negatively impacted by overland flow changes.

Conservation Halton staff had their Hydrogeologist review a Hydrological Assessment which contained information regarding site grading as well as the precipitation runoff and infiltration.

Grading and hydrological assessments were reviewed to ensure water flow to the wetland, including surface and groundwater did not have a negative impact once the project is complete.



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Conservation Halton staff also requested a Fill Management Plan which confirmed soil quality and monitoring. This monitoring included on site soil monitoring, groundwater monitoring and surface water monitoring.

Conservation Halton also required an overall Control Plan which addressed fill acceptance standards regulated by the Ministry of the Environment and Climate Control, method of tracking the fill, sediment and erosion controls, as well as restoration plans.

A combined review of all of these plans demonstrated that the applicant had carried out all the technical studies reasonable to demonstrate that there would be no negative impacts on the wetlands as a result of this project. The Applicant has met all legislative requirements.

Valerie Crawford, 7743 Leslie Rd. inquired as to where the fill would be coming from?

Mr. Jay Fieger, contractor for Mr. Reid, advised that the process included the sourcing out of the fill, once sourced a truck carrier is found who tracks the fill with a ticket from the location, once the fill is at the site, the bulldozer operator takes the ticket from the truck carrier and logs it in. Ticket contains location of site and truck carrier. The fill will be from sites in the range of 30 minutes of driving time, trucks will come from Milton, Guelph and surrounding areas. It was noted this process is outlined in the Control Plan.

Gabriel Markiewiez, 7811 Wellington Rd 36, inquired where the fill was coming from as he believed trucks were coming from a distance of 1 1/2 hrs drive.

Mr. Fieger advised that the fill will be coming from 3 separate projects including Brampton, Halton Pond restoration project and a Mississauga Dixie Road project which he believed was a water main installation project.

John Myer inquired as to what the source of the material being received and where it will come from in the future?

Mr. Fieger advised that Dixie Rd is a City of Mississauga water main project, he believes the material will come from 8 metre depth.

John Myer inquired as to where is the material currently coming from?

Mr. Fieger advised that material has been received from Dixie Rd project, Brampton and pond restoration project. Mr. Fieger advised that a significant amount of material has been received from Milton and that most of the material will come from local sites, but not all of it.

Mr. Dennis Lea, 7837 Wellington Rd. 36, stated that according to the Township's Site Alteration by-law the applicant is required to have an accredited laboratory test the fill and inquired as to whether these tests suggest that this condition has been met for Table 1 standards.

Mr. Stan Denhoed, Hydrogeologist with Harden Environmental Services advised that the purpose of the by-law is to ensure fill meets certain standards being Table 1, 2 or 3 as in Reg. 153/04. The best standard is Table 1. Where there are excesses with natural occurring substances they are permitted. Mr. Denhoed advised that he had not seen any of the chemistry of materials.

Mr. Fieger clarified that fill has not been brought into the site yet therefore soil tests have not been submitted.

Mr. Denhoed advised that there will be some testing and that every load will need to meet Table 1 criteria.

The Chair advised those in attendance that tonight's meeting was with respect to the Reid Site Alteration Application and not the Township's Site Alteration By-law.

Ms. Gabriela Skibinski, 67 Waxwing Crescent, Guelph – University of Guelph Student inquired as to whether chemical inspection of materials being brought in and future impacts had been considered. Ms. _____, expressed concerns regarding nitrogen run off and phosphorous leaching potential and whether plans for future generations had been made.

Mr. Denhoed advised that Table 1 has nitrogen components that the fill cannot exceed. Mr. Denhoed advised that he could not make any personal guarantees, however, Reg. 153/04, establishes Table 1 soils within its guidelines as safe for the environment.



THE CORPORATION OF THE TOWNSHIP OF PUSLINCH
PUBLIC MEETING MINUTES

Mr. Owen Hamilton, 7826 Wellington Rd. 36, expressed concerns for future generations of the Township and inquired who is responsible should something go wrong and how is it enforced?

Mr. Denhoed advised that remedies are available under the Ontario Water Resources Act, Environmental Protection Act and that the owner of the property is held responsible.

Mr. Owen Hamilton inquired of Mr. Reid as to whether he has established a plan?

Mr. Fieger advised that all material found not to be in compliance with Table 1 standards would need to be removed from the site at his expense and outlined in the Control Plan.

Mr. Bruno Mazziano, 7531 Wellington Rd 36 expressed concerns with contaminants and inquired as to how often the fill would be tested?

Mr. Fieger advised that the individuals responsible for the site would be conducting the testing and they would determine the number of times testing would occur based on the type of project the material was coming from. Mr. Fieger advised that testing criteria is quite strict.

Colleen Sutton, inquired as to who should be contacted if there are problems with the way in which the trucks are being operated.

Mr. Fieger advised that traffic violations are the jurisdiction of the Police.

Mr. Mark Mast, 58 Brock Rd. inquired as to what depth the fill is extracted due to sodium from shoulders and ditches of roads?

Mr. Fieger advised that his company does not perform the digging, his company manages the process of fill and in some cases contractors reuse materials at their projects.

Mr. John Granger –12 Badenoch inquired as to how many trucks per day would be attending the site?

Mr. Fieger advised that in practical terms there is only one bulldozer at the site and 100 trucks per day is the limit in which could be handled.

Mr. Bill Crowe, 6921 Wellington Rd. 34 asked for clarification as to whether it was 4 meters of topsoil at depth?

Mr. Fieger advised that it was 0.4 meters.

Mr. Jason Davis, 10 Badenoch Street, inquired as to what hours will the trucks be coming to the site?

Mr. Fieger advised that the permit hours of operation are 7:00 a.m. to 7:00 p.m. However he anticipates that the hours will be 7:30 a.m. to 5:30 p.m.

Ms. Valerie Crawford, inquired as to the nature of the Brampton project?

Mr. Fieger advised that that he believed it was a civil storm water management project.

Mr. Dennis Lea advised that pursuant to the Township's site alteration by-law 3 wells are required to be installed. Mr. Lea inquired as to who determines location of the wells and what tests will be conducted?

Mr. Denhoed, advised that location of the wells would come from advice from the Applicant's Engineers who have submitted a plan as to where the location of the wells are to be and depth. Mr. Denhoed advised that drainage of the land is southwest towards the wet lands. He believed that the depth is very close to the ground surface and will not require deep wells. The wells would be monitored quarterly and include testing for metals and hydrocarbons.

Mr. Dennis Lea inquired as to whether the results of the testing would be made available to the public?

Ms. Karen Landry, CAO/Clerk advised that the testing was part of a public process and therefore part of public information.

Mr. Ken Robinson, St. George Ontario inquired as to whether the Halton Conservation Authority would be conducting independent testing?



THE CORPORATION OF THE TOWNSHIP OF PUSLINCH
PUBLIC MEETING MINUTES

Mr. Priddle advised that Halton Conservation does not do testing and that it is the applicant's duty to demonstrate that they are obtaining clean sources. Mr. Priddle advised that if Halton Conservation was concerned that there was contamination that they could require testing. Mr. Priddle advised that Halton Conservation does not have the resources to do testing, that they have the authority to inspect, but do not do testing.

Mr. Cameron Tuck, inquired as to whether 100 trucks would not cause damage to the roads, whether there can be limits on times of trucks and time frames?

Mr. Costanzo advised that the County of Wellington does ensure that all County roads are safe, there are provisions in the Highway Traffic Act that permits the County to place ½ load restrictions on roads. The County does not limit trucks, the County does patrol their roads and if they are aware of damage to the roadways they can ½ load the roads at any time.

Mr. Tuck commented that does it not make sense and that additional trucks will deteriorate roads.

Mr. Costanzo advised that all traffic does some deterioration to roads and just not one action will cause more damage than another.

Mr. Henry Halstead, 7743 Leslie Rd. W. inquired who raises the flag if there is contamination?

Mr. Fieger advised that visual inspections of materials are also conducted and that he has a zero tolerance for construction debris in the materials.

Mr. Owen Hamilton displayed photos of the subject property.

Mr. Vinnie Klimkosz, 498 Arkell Rd inquired as to whether any of the materials received had been tested?

Mr. Fieger advised that approximately 200 loads had been received and tested.

Mr. Garfield Cressman commented that less than 25% of the entire permit was within Puslinch's jurisdiction.

Mr. Henry Halstead provided pictures of the materials and inquired what was to happen should a piece of construction material arrive in the materials?

Mr. Fieger advised that the bulldozer operator would pick up the material out of the fill.

Mr. Reid advised that if someone wishes to inspect the materials that he should be contacted first and he would attend with that individual at the site.

Mr. Fieger advised that anyone attending the site must wear appropriate safety gear and must contact Mr. Reid first.

Mr. Ralph Southman, 4347 Concession 11, inquired as to who is responsible for contamination clean up, what protection do the citizens of Puslinch have and if the ground water is contaminated who would make this determination?

Mr. Ralph Southman further commented that there are 2 sources of fill one Conservation Halton, another Township fill by-law if contamination occurs and both are permitting who takes responsibility?

Mr. Robert Kelly advised that the Township requires that the Applicant enter into an agreement which is registered on title to the property, that the township requires certain securities. Mr. Kelly advised that the by-law empowers the township to do testing at the owner's expense and require the owner to remediate the site if contamination is found. If the owner does not conduct remediation the township can draw on the securities received to remediate the site.

Mr. Jeremy Devries, 7815 Wellington Rd. 36, commented that he has requested his neighbour Marc Reid to reduce his soil operation. That he does not approve of the work being done. Mr. Devries indicated that he has a problem with the dumping in that if the township should refuse to issue Mr. Reid a permit that Mr. Reid will have an incomplete grading plan. Mr. Devries commented that he would appreciate if Mr. Reid would not do any further dumping.

Mr. Priddle advised that the Halton permit and site alteration permit are mutually exclusive. Mr. Priddle advised that he was unable to hold up the process and cannot hold back a permit once all Halton Conservation conditions have been satisfied.



THE CORPORATION OF THE TOWNSHIP OF PUSLINCH
PUBLIC MEETING MINUTES

The Chair inquired as to whether Halton Conservation was working towards a joint process.

Mr. Priddle advised that municipalities are our partners and that they drive to work with the Applicant and municipalities.

Mr. John Myer, inquired as to whether if any question of fill permit compels the Applicant to enter into an Agreement. Can the agreement include the neighbours to have testing?

Is the Agreement legal, is there more flexibility, do you have additional flexibility.

The Chair (Mayor Lever) advised that the agreement with the Applicant has not been signed, all information will come to Council at which time Council will vote on whether to authorize the entering into of an agreement.

Ms. Karen Landry, CAO/Clerk advised that the Township's by-law requires that the entering into of an Agreement with the Applicant where the amount of fill subject to the permit exceeds 1000 m³.

Mr. Myers inquired as to why is the agreement necessary, what additional measures passed in 2012 that developed this specific provision, Why is an agreement necessary? What are resident's rights? What is not sufficient to issue a permit?

Ms. Landry advised that a significant amount of work went into the development of the Site Alteration by-law that was posted in 2012. The amount of fill for this application requires the Applicant to enter in an agreement and requires posting of securities, insurance and testing. If an application is over the 1000 m³ threshold of an agreement with the Township is required.

Mr. Dave Hamilton inquired as to whether any safety measures had been put in place to with respect to trucks backing into the entrance and crossing the road?

Mr. Fieger advised that flag men have been at the site when trucks have been backing into the site, but that no additional signage has been put in place.

Mr. Costanzo advised that there is a pre-existing entrance to the property and the County does not require the removal of these entrances when a temporary access is permitted.

Mr. Costanzo indicated that the County of Wellington would look into providing additional trucks turning signage but unsafe traffic issues are enforceable under the Highway Traffic Act and these should be reported to the OPP.

Mr. Myers inquired if Mr. Fieger had permits from other areas and if he would supply those permits?

Mr. Fieger indicated he could supply permits from other projects.

Ms. Valerie Crawford, inquired of Mr. Reid as to whether he will cease proceeding with the project if Puslinch does not approve his permit and will return the site back to its original condition?

Mr. Reid advised that he will continue on with his plans and he will obtain a revised grading plan to comply with the Halton Conservation Authorities requirements.

Ms. Malynda Wheeler, 12 Badenoch, inquired as to what the residents of Puslinch could do if there is an issue with the Halton Conservation Authority permit?

Mr. Priddle advised that Halton Conservation does not have a public process, that any issues could be referred to the Conservation Board. Mr. Priddle advised that if residents believed that the terms of the permit were not being complied with that they could contact Halton Conservation enforcement.

Ms. Valerie Crawford inquired as to what the next steps would be for the Applicant should the Township not issue a permit to the Applicant?

Mr. Priddle advised that a new permit for Halton Conservation Authority would be required.

Ms. Diane Myers, 7818 Wellington Rd. 36, inquired of how significant the Halton Conservation Authority and township permit standards are?



THE CORPORATION OF THE TOWNSHIP OF PUSLINCH
PUBLIC MEETING MINUTES

Mr. Priddle advised that Conservation standards are based on natural hazards and natural heritage, applicant is required to stay out of wetlands, no development is to take place in wetland areas. Mr. Priddle advised that the Conservation authority does not comment on municipal standards.

Mr. Myers commented that he was not aware that groundwater was under 2 jurisdictions.

Mr. Myers questioned as to whether Halton would consider a public information process for their fill permits.

Mr. Priddle advised that as of January 1, 2015, the Conservation Authority had changed their permit fees from a block fee to a per cubic metre charge for fill applications.

Mr. Priddle advised that the Conservation Authority had to be careful that they do not go beyond their own legislation and are required to stay within the rules they operate under.

Mr. Myers inquired as to whether the rules restricted the conservation authority from advising the neighbours?

Mr. Priddle advised that if there are other public meetings regarding this application they would attend.

Mr. Joe Hamsley, 4020 Magdaugh Rd. stated that he came with an open mind to the meeting and would like to commend Mr. Reid for undertaking a project that would leave him \$140,000 in debt and suggested that those in attendance need to have confidence in the professionals who have been involved in the process.

Ms. Sarah Bailey, 7815 Wellington Rd. 36, advised that she has 3 very young children, one of which has breathing issues. She has serious concerns regarding trucks and dust and inquired as to whether the Halton Conservation Authority and Township had requested an air quality study to ensure safety for her children.

Ms. Amanda Pepping, GM BluePlan Engineers advised that a dust control plan has been filed and measures have been established. The Ministry of the Environment regulates vehicle emissions. No air quality tests have taken place.

Mr. John Slood, 4726 Watson Rd, offered his support to the Applicant. Mr. Slood advised that he had concerns with the Notice of the Public Meeting which he received in that it included additional information that was not produced by the township but appeared to be as it was included with Township information.

Ms. Landry, CAO/Clerk advised that Notice of the Public Meeting was sent to residents who resided within 120 meters of the application site, the Notice was posted on the Township's website. The township did provide any further circulation, however, the Notice is a public document.

Mr. Dennis Lea, inquired as to what compensation Mr. Reid was receiving for the fill and stated that Agriculture use in the township's site alteration by-law did not include commercial fill sites.

Ms. Allena Dean from the Cornerstone Equestrian Centre advised that her horse resides at the Reid property and believes that the Reid's are doing the best for her horse.

Mr. Gabriel Markiewiez inquired as to how many horses Mr. Reid has on his property?

Mr. Reid advised that he currently has 35 horses on the property but has capacity for 48 horses.

Ms. Michelle McEneny, 63 Hollybush Drive, Waterdown advised that she has a horse on the Reid property, she finds Mr. Reid to be a very detailed individual who takes pride in his property.

Mr. Myer inquired of Mr. Reid of the economies of the project?

Mr. Reid advised that he could discuss details with Mr. Myers directly.

Mr. Myers inquired as to whether it was correct that Mr. Reid would be in debt \$140,000 once the project was completed.

Mr. Reid stated that he sees the project as an investment.

Mr. Nathan Bailey, Dundas, advised that he is the brother-in-law of Jeremy Devries and inquired as to whether Mr. Reid has a plan for the property and what the depth of soil for the property?



THE CORPORATION OF THE TOWNSHIP OF PUSLINCH
PUBLIC MEETING MINUTES

Mr. Reid advised that he will be receiving 70,000 cubic metres which will assist in additional exercise area, growing and production of hay amongst endless possibilities.

Ms. Catilyn Taylor, 6265 Culmore Cres, Mississauga stated that she has 4 horses at the Reid property and commented that the ability to grow hay is like gold.

Ms. Gabriella Skibinski, 67 Waxwing Cres. inquired of Mr. Reid as to whether he was concerned about hay that would be grown on the land?

Mr. Reid advised that the hay would be grown in the same top soil that is already there.

Ms. Jolanta Markiewiez, 7811 Wellington Rd. 36, commented that she did not see the necessity for the project. She moved to the area 15 years ago for a quite peaceful lifestyle. Ms. Markiewiez commented that this is just for making money.

Ms. Rose Marie Woodley-Robinson, St. George, advised that she is grandmother of the children who reside next to the site, she commented expressed concern regarding the volume of the fill, neighbours not being informed, safety features and how this will impact the neighbours property values.

Ms. Sarah Bailey provided photographs and commented she did not believe this was a good agriculture practice and questioned the degree of slope of the property and commented that the neighbouring property would have a 25 foot wall behind them.

Mr. Reid advised that he would need to review the plans again, but recalled that the plans were a 3 to 1 slope 16 degrees and disagreed that the neighbouring property will have a 25 foot wall behind them.

Ms. Lisa Marshall, 13510 5th Line, Nassagaweya, Rockwood commented that it is a slope not a hill.

Mr. Derek Steininbec, Guelph, inquired if the township would be receiving any financial fees from the application?

The Chair advised that the township receives fees associated with the application process which includes a fee of 0.06 per tonne of fill.

Mr. Don Aubin inquired as to whether anything had been done to inspect the road in its present condition?

Mr. Costanzo advised that ½ load signs are already in place on County Road 36, as well as Townline Road. Pasquale commented that he would suspect that the township has also placed ½ load signs on their roadways. Pasquale also commented that the County does patrol their roadways 24 hours per day, 7 days per week.

Mr. Aubin inquired as to whether any photographs of the road had been taken?

Mr. Costanzo advised that no photographs had been taken.

The Chair advised that the township would check on the location of the posting ½ load road signs.

Mr. Dennis Lea inquired as to whether Mr. Reid had any future plans for fill to be placed beside the Lea property.

Mr. Reid advised that he did not have plans to do so at this time.

Mr. Vinnie Klimkosz inquired as to what kind of enforcement the Township can conduct.

Mr. Robert Kelly advised that upon receipt of any complaints, the township would conduct an investigation and open a file, the investigation would include photographs, collection of evidence and issuing of a Notice of Violation. Once issuing of the Notice, the Township will seek compliance.

Mr. Dave Hamilton inquired of Halton Conservation as to how the Reid's are entitled to bring in fill while the permit has not approved by Township Council?

Mr. Priddle advised that once the Halton Conservation Authority conditions have been met, they cannot withhold the issuing of a permit.



THE CORPORATION OF THE TOWNSHIP OF PUSLINCH
PUBLIC MEETING MINUTES

Mr. Hamilton inquired as to whether the Township can assume responsibility for the Halton Conservation Authority permit process.

Mr. Priddle advised no.

Mr. Hamilton inquired about the Conservation Authority's process.

Mr. Priddle advised that a topographic study was conducted wherein Conservation Halton staked the wetlands so that the area would be appropriately delineated. A set back of 30m from those wetlands would be applied and no work, including grading would be permitted in this setback area.

Conservation Halton required a proposed grading plan/site which indicated that proposed drainage after works so that engineering/ecology staff could ensure that the wetlands would not be negatively impacted by overland flow changes.

Conservation Halton staff had their Hydrogeologist review a Hydrological Assessment which contained information regarding site grading as well as the precipitation runoff and infiltration.

Grading and hydrological assessments were reviewed to ensure water flow to the wetland, including surface and groundwater did not have a negative impact once the project is complete.

Conservation Halton staff also requested a Fill Management Plan which confirmed soil quality and monitoring. This monitoring included on site soil monitoring, groundwater monitoring and surface water monitoring.

Conservation Halton also required an overall Control Plan which addressed fill acceptance standards regulated by the Ministry of the Environment and Climate Control, method of tracking the fill, sediment and erosion controls, as well as restoration plans.

A combined review of all of these plans demonstrated that the applicant had carried out all the technical studies reasonable to demonstrate that there would be no negative impacts on the wetlands as a result of this project. The Applicant has met all legislative requirements.

Mr. James Jones, 4561 Watson Rd., inquired of Mr. Reid as to how high the berm is going to be, how many meters or feet?

Mr. Reid advised that there are no berms.

Mr. Jones inquired as to where the water was going to drain?

Mr. Reid advised that the water would drain to the southwest of the property.

Ms. Amanda Pepping, GM Blueplan advised that the natural drainage pattern will remain which drains towards the wetlands with a gradual increase of 3 – 6 metres.

Mr. Jones inquired as to whether there was a creek behind the Reid property and how will this drainage affect the creek?

Mr. Priddle advised that Badenoch Wetland is located behind the property. The engineers and a hydrogeologist reviewed the plans and determined there is no negative impact in the lands..

John Myers inquired as to what the criteria was for a money making site?

Mr. Priddle advised that this was irrelevant to the Halton Conservation Authority permit process.

Mr. John Myers inquired as to clarification regarding Mr. Priddle's comments that Mr. Reid was a "good guy", as he was getting a permit.

Mr. Priddle provided clarification that individuals are required to obtain a permit however some do not.

Mr. Myers inquired as to whether the Conservation Authority distinguishes between good and bad operators?

Mr. Priddle advised that the Conservation Authority does not assume anyone is doing something bad if someone starts the process the Authority cannot assume that you are bad?

Mr. Myers sought further clarification.



THE CORPORATION OF THE TOWNSHIP OF PUSLINCH
PUBLIC MEETING MINUTES

Mr. Priddle advised that the permit process is a legal process and there are times when individuals start the fill process and do not know they require a permit.

James Jones inquired as to whether the wells would be monitored for 2 years?

Mr. Priddle advised that water monitoring is for 2 years.

Mr. Jones commented that he does not feel 2 years is adequate time for monitoring.

Mr. Priddle advised that he could not provide comments on water monitoring.

Ms. Malynda Wheeler, commented that although the township is only dealing with 20% of the application, with the remaining being on the Halton lands, the problem is that Puslinch residents will be dealing with additional traffic, damages to roadways and health issues.

Mr. Priddle commented that the Conservation Authority is aware of the issues.

Ms. Ruth Gilmore, 7679 Leslie Rd. commented that this application speaks to the quality of life that the people in the area will experience and may be unnecessary.

Mr. Jeremy Devries inquired as to whether the studies are available for review?

Mr. Reid advised that the studies would be available.

Ms. Landry, CAO/Clerk advised that information that the township receives will be part of the public process and will be available.

Mr. Priddle advised that the information regarding the permit process is available on their website. Any information with respect to a specific permit would be subject to a Freedom of Information request and any third party information would be subject to the applicant's approval for release.

Mr. Myers inquired as to whether Mr. Reid's consent to release the information could be received this evening?

Mr. Reid advised that he will be following the process and that any requests for information can go through the Township process and by doing so, it will become available.

Mr. Myers inquired if any reports could be reviewed tomorrow?

Mr. Reid replied yes.

Mr. Dennis Lea inquired as to whether information could be provided as to the costs associated with the Application.

Mr. Fieger advised that significant costs have been incurred especially with Engineering.

Mr. Fieger referred to the costs given by Mr. Reid earlier in the meeting.

The Chair inquired if any members of Council had any questions.

Councillor Susan Fielding inquired as to whether Mr. Fieger was asked to use a specific haul route?

Mr. Fieger advised that the County of Wellington requested that hauling not take place on the secondary roads and the Township also made the same request.

Councillor Fielding inquired as to whether there was any consideration taken into on the additional stress this project would cause on the roadways.

Mr. Costanzo advised that the County cannot limit trucks on the County roads.

Councillor Matthew Bulmer inquired as to whether if such issues as dust and mitigation measures are identified on conservation land if these could be addressed in the Township's agreement.

Mr. Priddle advised that he has no issue with improved mitigation measures being addressed in Township agreement.

Councillor Bulmer inquired of Mr. Reid as to whether he would be willing to consider appropriate mitigation measures?



THE CORPORATION OF THE TOWNSHIP OF PUSLINCH
PUBLIC MEETING MINUTES

Mr. Fieger advised that yes, this would be something they could consider. Mr. Fieger advised that there is no intent to make life impossible, with respect to truck traffic, dust, hours, yes these issues could be worked with the Township.

Councillor Ken Roth commented that he would like to see better coordination between the Conservation authorities and municipalities.

Councillor Wayne Stokley thanked those in attendance this evening and commented that this was one of the largest Public Meetings to be held in the Township. Councillor Stokley inquired as to whether Mr. Reid was meeting Table 1 requirements?

Mr. Fieger advised that Table 1 requirements were being met.

Mr. Priddle also advised that Table 1 requirements were being met.

There were no further questions and the Chair called an end to the public meeting and advised that Council would not be taking action on this proposal tonight.

The Chair reminded the public to please sign in and register as a delegate to be informed of future public meetings.

Adjournment

The meeting adjourned at 10:15 p.m.



March 31, 2015

RECEIVED

APR 02 2015

Township of Puslinch

Mayor Dennis Lever
Township of Puslinch
7404 Wellington Rd 34
Guelph, Ontario, Canada
N1H 6H9

Dear Mr. Mayor and presiding members of council,

The *Optimist Club of Puslinch* was founded in 1976, making our club 39 years old this year! The vision of our club is to be of service to the youth in our community. In addition our club is a member of Optimist International which is uniquely one of the largest and best established organizations among the many service clubs in operation.

The *Optimist Club of Puslinch* prides itself in the quality of its members and enjoys filling membership vacancies with women and men recommended by our valued members.

Although our clubs collectively maintain the status of one of the largest and best established organizations among the service clubs, we are experiencing a decrease in new memberships within our club in Puslinch. In saying this, I come to council with a request that may aid in increasing our membership within the club. I would like permission to hold a New Optimists Welcome (**NOW**) breakfast event at the Puslinch Fire Hall, utilizing the fire hall's kitchen and training room area. The club has had difficulty utilizing other spaces in the community to hold this event. I am requesting the date of Saturday April 25, 2015 to host this event between the hours of 6:00am and 9:30am.

It is our hope that the *Optimist Club* along with members of the *Puslinch Firefighters Association* can collectively work together to host this non-profit event in hopes of attracting some new members. The *Puslinch Firefighters Association* holds four events a year for its members wherein a different crew is responsible for organizing and hosting one of these events over the year period. It is my hope that the *Puslinch Firefighters Association* can incorporate one of its events with the *Optimist Club NOW* breakfast wherein association members will attend this social event and volunteer their time hosting the event while utilizing the fire hall's facilities.



All costs associated with the breakfast will be provided by the *Optimist Club* and the *Puslinch Firefighters Association* via a donation.

I believe that hosting this event with the help of the *Puslinch Firefighters Association* members, along with hosting the breakfast at the fire hall will not only give back to the Optimist Club but will bond community members from two different service sectors and will create an unbreakable partnership that will benefit our youth and the community as a whole, and is an opportunity for community members to interact with members of these two sectors and view the beautiful facilities that the township operates.

On behalf of the *Optimist Club of Puslinch*, I would personally like to thank council for deliberating our request to hold a **NOW** breakfast at the Puslinch Fire Department and we look forward to working with council in the future to share in the fellowship, programs, and activities of our club with the hope that the township will support us in helping our community's youth.

Please contact me anytime regarding any questions or concerns that may arise and I look forward to council's decision regarding my request.

Kindest regards,

A handwritten signature in black ink, appearing to read 'Meghan Yzerman', written over a light blue horizontal line.

Meghan Yzerman
Optimist NOW Chair
myzerman@puslinch.ca
226-979-4606

Fred Law
President

Ministry of Natural Resources

Office of the Director
Southern Region
Regional Operations Division
300 Water Street
Peterborough, ON K9J 3C7
Tel: 705-755-3235
Fax: 705-755-3233

Ministère des Richesses naturelles

Bureau du directeur
Région du Sud
Division des opérations régionales
300, rue Water
Peterborough (Ontario) K9J 3C7
Tél: 705-755-3235
Télé: 705-755-3233



6.2(a)

May 8, 2014

RECEIVED

MAR 17 2015

Township of Puslinch

Mr. Stephen May
CBM St. Mary's Cement
55 Industrial Street
Toronto, ON
M4G 3W9

CLERK'S DEPARTMENT	
TO	
Copy	
Please Handle	
For Your Information	
Council Agenda	Apr 15/15
Title	

Dear Mr. May:

RE: Minor Site Plan Amendment under the Aggregate Resources Act
CBM St. Mary's Cement – Licence 129817 (Mast Snyder Pit)
Part of Lots 14 & 15, Concession 4
Township of Puslinch, County of Wellington

Further to the site plan amendment request from Stephen May on April 10, 2014 on behalf of CBM St. Mary's Cement, please be advised that this Ministry grants approval under Section 16 (2) of the Aggregate Resources Act to proceed with the following minor amendments;

Changes to the Operational Plan:

- Updating the drawing to facilitate keeping the farm buildings in Area 2; this would require moving the berm to a location around the farm buildings to continue extraction.

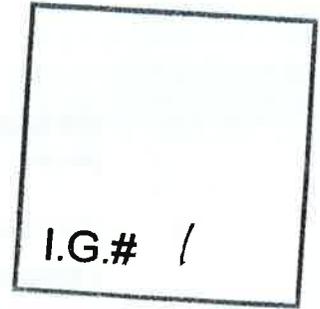
Please send 5 hard copies of the revised Operational Plan to the Guelph District Office. This office will forward a copy of the revised site plans to the County of Wellington and the Township of Puslinch for their records.

Should you require any further information concerning this matter please contact Sarah deBortoli, Aggregates Technical Specialist at 519-826-4927.

Yours truly,

Jane Ireland
Regional Director
Southern Region

c: Clerk, Township of Puslinch
Clerk, County of Wellington



Grand River Conservation Authority Annual General Meeting

Friday, February 27, 2015

The following are the minutes of the Annual General Meeting held at 9:30 a.m. on Friday, February 27, 2015 at the Administration Center, Cambridge, Ontario.

Members Present:

J. Mitchell, Chair, L. Armstrong, B. Banbury, B. Bell, B. Coleman, B. Corbett, S. Foxton, G. Gardhouse, R. Hillier*, J. Jamieson, H. Jowett, K. Linton, G. Lorentz, C. Lunau, F. Morison, J. Nowak, V. Prendergast, W. Roth, M. Salisbury, P. Salter, S. Simons, W. Wettlaufer, C. White, G. Wicke

Members Regrets:

S. Shantz, W. Stauch

Staff:

J. Farwell, K. Murch, D. Bennett, D. Boyd, N. Davy, S. Lawson, S. Radoja, T. Ryan, B. Brown, N. Munn, F. Natolochny, B. Parrott, S. Wilbur

Also Present:

S. Arnold, Chair, St. Clair Region Conservation Authority; B. McDougall, General Manager, St. Clair Region Conservation Authority; J. Brennan, Retired Grand River Conservation Authority Member; B. Mackie, Chair, Kettle Creek Conservation Authority, E. VanHooren, General Manager/Secretary-Treasurer; Kettle Creek Conservation Authority; L. Boyko, Retired Grand River Conservation Authority Member; C. Millar, Retired Grand River Conservation Authority Member; J. d'Ailly, Retired Grand River Conservation Authority Member; S. Schmitt, Retired Grand River Conservation Authority Member; M. Laidlaw, Retired Grand River Conservation Authority Member; B. Timms, Chair, Niagara Peninsula Conservation Authority; D. Lever, Mayor, Township of Puslinch; R. Eddy, Mayor, County of Brant

1. Call to Order:

J. Mitchell, Chair, called the meeting to order at 9:30 a.m.

2. Roll Call and Certification of Quorum – 13 members constitute a quorum (1/2 of members appointed by participating municipalities)

The Secretary-Treasurer called the roll and certified a quorum with 23 members present. A total of 24 members attended the meeting.

3. Chair's Remarks:

J. Mitchell welcomed members, staff and guests and made the following comments:

- On January 27, 2015 J. Mitchell, J. Farwell and K. Murch presented the 2015 Budget to Hamilton City council.
- On January 31, 2015 J. Mitchell attended the Opening Reception for the *Ocean Bound Exhibit* at the Museum.

*R. Hillier joined the meeting at 9:35 a.m.

- On February 5, 2015 J. Mitchell and J. Farwell attended a Lake Erie Region Source Protection Committee meeting. Agenda topics included final revisions to the Grand River Source Protection Plan.
- On February 12, 2015 J. Farwell and S. Radoja presented the 2015 Budget to the Region of Waterloo council.
- On February 13, 2015 the 18th Annual Heritage Day Workshop was held in Guelph. The theme for the morning program was "*The Great War Remembered*". The theme for the afternoon program was "*At the Confluence*". Approximately 120 people attended.
- On February 18, 2015 J. Farwell and K. Murch presented the 2015 Budget to Township of Amaranth council.
- During the upcoming March Break a number of Day Camps will be held at Grand River Conservation Authority (GRCA) Nature Centres. Further information can be found on the GRCA website.
- The March 27, 2015 General Membership Meeting will be held at the Waterloo Region Museum in Kitchener. A map showing the location will be provided to the members.

4. Review of Agenda:

The following item was added under Item 10. a):

Correspondence from Susan M. Stone, A.M.C.T., CAO/Clerk-Treasurer, Township of Amaranth to Keith Murch, Assistant Chief Administrative Officer and Secretary-Treasurer, Grand River Conservation Authority dated February 19, 2015 Re: Grand River Conservation Authority 2015 Budget.

5. Declarations of Pecuniary Interest:

There were no declarations of pecuniary interest made in relation to the matters to be dealt with.

6. Minutes of the Previous Meeting:

General Membership/Election of Officers Meeting – January 23, 2015

There were no questions or comments with respect to the minutes of the General Membership/Election of Officers Meeting of January 23, 2015.

Moved by: Pat Salter
Seconded by: W. Wettlaufer
(Carried)

THAT the Minutes of the General Membership/Election of Officers Meeting of January 23, 2015 be approved as circulated.

7. Business Arising from Previous Minutes:

None

8. Hearing of Delegations:

None

9. Presentations:

J. Mitchell presented C. Millar, J. Brennan, S. Schmitt, L. Boyko J. d'Ailly and M. Laidlaw with framed photographs as a token of appreciation for their years of service as members of GRCA

C. Millar said that of all the Boards she has represented she was most fond of GRCA because it contributes so much to the community.

J. Brennan thanked the members and staff for a rewarding four years and said that what the members do is important to a great number of people.

S. Schmitt said that he has the utmost respect for the staff and members and everyone should continue the good work.

L. Boyko said that he was a long time member of GRCA and supported the southern watershed. He acknowledged that GRCA's image has changed significantly and thanked staff for the critical duties they provide in the watershed.

J. d'Ailly said it has been an honour to be a member of GRCA because it is a well respected organization and what GRCA does is done well.

M. Laidlaw said that she has enjoyed being a member of GRCA.

10. Correspondence:

i. Copies for members

i) Correspondence from Denise B. Holmes, AMCT, CAO/Clerk, Township of Melancthon to Keith Murch, assistant CAO/Secretary Treasurer, Grand River Conservation Authority dated February 6, 2015 Re: 2015 Budget and Levy Meeting

ii) Correspondence from Jennifer Goertzen, Administrative Assistant, Township of Mapleton to Keith Murch, Assistant Chief Administrative Officer and Secretary-Treasurer, Grand River Conservation authority dated February 13, 2015 Re: Grand River Conservation Authority 2015 Budget and Levy Meeting

- iii) Correspondence from Susan M. Stone, A.M.C.T., CAO/Clerk-Treasurer, Township of Amaranth to Keith Murch, Assistant Chief Administrative Officer and Secretary-Treasurer, Grand River Conservation Authority dated February 19, 2015 Re: Grand River Conservation Authority 2015 Budget.
 - ii. Not copied
None
Moved by: V. Prendergast
Seconded by: B. Bell
(Carried)
 - iv) THAT correspondence from Denise B. Holmes, AMCT, CAO/Clerk, Township of Melancthon to Keith Murch, assistant CAO/Secretary Treasurer, Grand River Conservation Authority dated February 6, 2015 Re: 2015 Budget and Levy Meeting; correspondence from Jennifer Goertzen, Administrative Assistant, Township of Mapleton to Keith Murch, Assistant Chief Administrative Officer and Secretary-Treasurer, Grand River Conservation authority dated February 13, 2015 Re: Grand River Conservation Authority 2015 Budget and Levy Meeting and correspondence from Susan M. Stone, A.M.C.T., CAO/Clerk-Treasurer, Township of Amaranth to Keith Murch, Assistant Chief Administrative Officer and Secretary-Treasurer, Grand River Conservation Authority dated February 19, 2015 Re: Grand River Conservation Authority 2015 Budget be received as information.
11. 1st and 2nd Reading of By-Laws:
None
12. Presentation of Reports:
- a) **GM-02-15-12** Weighted Voting – 2015 Budget and General Levy
There were no questions or comments with respect to this report.
Resolution 15-15
Moved by: S. Foxton
Seconded by: W. Roth
(Carried)
THAT Report GM-02-15-12 – Weighted Voting – 2015 Budget and General Levy be received as information.
 - b) **GM-02-15-13** Budget 2015
B. Corbett requested an explanation as to why the surplus is allocated to certain items.
S. Radoja said the surplus has been allocated to such items as offsetting rental income due to residential vacancies, legal claims that will continue this year, repairs and maintenance to properties, demolitions, staff development, labour relations and collective bargaining.

J. Mitchell reminded the members that the budget vote would take place later in the meeting.

c) **GM-02-15-14** Financial Summary for the Period Ending January 31, 2015

There were no questions or comments with respect to this report.

Resolution 16-15

Moved by: B. Coleman
Seconded by: S. Foxton
(Carried)

THAT the Financial Summary for the period ending January 31, 2015 be approved.

d) **GM-02-15-15** Reforestation Services for Spring 2015

There were no questions or comments with respect to this report.

Resolution 17-15

Moved by: L. Armstrong
Seconded by: G. Wicke
(Carried)

THAT Grand River Conservation Authority accepts the bids for reforestation services with Bartram Woodlands Ltd. in the amount of \$16,590.00, Brinkman & Associates Reforestation Ltd. in the amount of \$88,765.00 and Kayanase in the amount of \$54,087.56 excluding taxes.

iii. **GM-02-15-16** General Levy Apportionment Agreement – City of Hamilton

There were no questions or comments with respect to this report.

Resolution 18-15

Moved by: J. Jamieson
Seconded by: B. Corbett
(Carried)

THAT Grand River Conservation Authority writes to the Ministry of Natural Resources requesting that the local agreement reached in 2001 and 2003 between the City of Hamilton and its four Conservation Authorities for General Levy apportionment be extended for a further year to be used for the apportionment of the 2015 General Levy;

AND THAT the Ministry of Natural Resources be asked to review the local agreement during 2015 and provide direction to the City of Hamilton and its four Conservation Authorities regarding apportionment of the General Levy in 2016 and beyond.

iv. **GM-02-15-17** Development, Interference with Wetlands and Alterations to Shorelines and Watercourses Regulation

There were no questions or comments with respect to this report.

Resolution 19-15

Moved by: B. Banbury

Seconded by: W. Wettlaufer
(Carried)

THAT Report GM-02-15-17 – Development, Interference with Wetlands and Alterations to Shorelines and Watercourses Regulation be received as information.

v. GM-02-15-18 Environmental Assessments

There were no questions or comments with respect to this report.

Resolution 20-15

Moved by: B. Banbury

Seconded by: W. Wettlaufer
(Carried)

THAT Report GM-02-15-18 – Environmental Assessments be received as information.

vi. GM-02-15-19 Cash and Investments Status Report as of January 31, 2015

There were no questions or comments with respect to this report.

Resolution 21-15

Moved by: K. Linton

Seconded by: W. Wettlaufer
(Carried)

THAT Report GM-02-15-21 – Cash and Investments Status Report as of January 31, 2015 be received as information.

vii. GM-02-15-20 Per Diems and Honorariums for 2015

There were no questions or comments with respect to this report.

Resolution 22-15

Moved by: L. Armstrong

Seconded by: G. Wicke
(Carried)

THAT Report GM-02-15-20 – Per Diems and Honorariums for 2015 be received as information.

viii. GM-02-15-21 Grand River Watershed Flood Warning System

There were no questions or comments with respect to this report.

Resolution 23-15

Moved by: S. Foxton
Seconded by: P. Salter
(Carried)

THAT Report GM-02-15-23 – Grand River Watershed Flood Warning System be received as information.

ix. GM-02-15-22 Current Watershed Conditions as of February 25, 2015

D. Boyd provided a verbal update with respect to this report as follows:

- Precipitation in February, 2015 to date has been near the long term average in the central and southern watershed and below the long term average in the most northern parts of the watershed.
- The average air temperature in February, 2015 to date at the Shand Dam climate station has been minus 14.8 degrees which is 8.2 degrees colder than the long term average.
- The three large reservoirs (Shand, Conestogo and Guelph) are within their normal operating range for this time of year.
- Observations of river ice conditions were conducted on February 17, 2015 – at that time watercourses were ice covered throughout the watershed with some areas reporting very thick river ice
- Lake Erie levels are close to the long term average for this time of year – Lake Erie is almost completely ice covered with intact ice at the mouth of the Grand River.
- Environment Canada is predicting below normal temperatures for Southern Ontario for the February to April period.
- It is anticipated that the spring melt could occur late in March or early in April, 2015.
- A request will be made to the Coast Guard at the appropriate time to send an icebreaker to break up ice at the mouth of the Grand River.

B. Corbett said he is glad to see that staff are taking proactive steps regarding the ice. He asked if the Coast Guard costs money. D. Boyd said that if proper procedures are followed to engage the services of the Coast Guard there is no charge.

Resolution 24-15

Moved by: J. Jamieson
Seconded by: W. Wettlaufer
(Carried)

THAT Report GM-02-15-24 – Current Watershed Conditions as of February 25, 2015 be received as information.

13. Committee of the Whole:

None

14. General Business:

i. Report of the Audit Committee

There were no questions or comments with respect to this report.

Resolution 25-15

Moved by: V. Prendergast

Seconded by: P. Salter

(Carried)

THAT the Report of the Audit Committee of the Grand River Conservation Authority be received, approved and attached to the Minutes of this meeting.

ii. Presentation of Financial Statements as of December 31, 2014 and Report of the Auditor KPMG, Chartered Professional Accounts

There were no questions or comments with respect to this item.

Resolution 26-15

Moved by: S. Foxton

Seconded by: B. Hillier

(Carried)

THAT the Financial Statements of Grand River Conservation Authority as at December 31, 2014 and the Report of the Auditors thereon be received, approved and placed on file;

AND THAT copies be made available to all member municipalities, Grand River Conservation Authority Members and the Ontario Ministry of Natural Resources and Forestry.

iii. Appointment of Auditors

G. Lorentz asked how long GRCA has retained the services of the current auditors. S. Radoja answered that KPMG have been doing GRCA's audits for almost ten years. G. Lorentz asked whether GRCA does Requests for Proposals and how the auditors are selected. K. Murch said that staff previously did a report to the members recommending that GRCA not go to market for auditing services. He said that staff conducted a survey of municipalities and other Conservation Authorities and determined that the fees being charged were competitive. G. Lorentz asked if the fees remain competitive. K. Murch answered that, in his opinion, they do.

Resolution 27-15

Moved by: H. Jowett
Seconded by: G. Gardhouse
(Carried)

THAT KPMG Chartered Professional Accountants are appointed as Grand River Conservation Authority Auditors for the year ended December 31, 2015 at a fee not to exceed \$34,400.

iv. Presentation of Budget Estimates for 2015

K. Murch explained the process and confirmed that 90% of the vote was present. He indicated that those in favour of the recommendation would be asked to stand so that their votes could be recorded. Those opposed to the recommendation would then be asked to stand so that their votes could be recorded.

J. Mitchell read the recommendation.

There were no further questions or comments with respect to this item.

K. Murch then asked those members in favour of the recommendation to stand. All members present stood making the vote unanimous.

Resolution 28-15

Moved by: W. Wettlaufer
Seconded by: J. Nowak
(Carried)

THAT the 2015 Budget of Grand River Conservation Authority of \$29,538,938 be approved;

AND THAT the member municipalities be assessed for payment:

Item	Amount
Matching Levy	\$ 871,073
Non-Matching Levy	\$ 8,676,927
Capital Levy	\$ 1,000,000
Total General levy	\$10,548,000

AND THAT each member municipality's share of the 2015 General Levy be calculated using "Modified Current Value Assessment" with an adjustment for the City of Hamilton which is based on a "local agreement" with the municipality and its four Conservation Authorities.

**Grand River Conservation Authority
2015 General Levy - Weight of Votes by Members
February 27, 2015**

<u>Appointed</u>	<u>Municipality/Group</u>	<u>Weight</u>	<u>Absent</u>	<u>Present</u>	<u>In Favour</u>	<u>Opposed</u>
Les Armstrong	Region of Waterloo	5.0%		5.0%	5.0%	
Sue Foxton	Region of Waterloo	5.0%		5.0%	5.0%	
Helen Jowett	Region of Waterloo	5.0%		5.0%	5.0%	
Geoff Lorentz	Region of Waterloo	5.0%		5.0%	5.0%	
Jane Mitchell	Region of Waterloo	5.0%		5.0%	5.0%	
Joe Nowak	Region of Waterloo	5.0%		5.0%	5.0%	
Wayne Roth	Region of Waterloo	5.0%		5.0%	5.0%	
Sandy Shantz	Region of Waterloo	5.0%		5.0%	5.0%	
Warren Stauch	Region of Waterloo	5.0%	5.0%			
Wayne Wettlaufer	Region of Waterloo	5.0%	5.0%			
Bernie Corbett	Haldimand & Norfolk Counties	1.2%		1.2%	1.2%	
Fred Morison	Haldimand & Norfolk Counties	1.2%		1.2%	1.2%	
Cindy Lunau	Region of Halton	2.8%		2.8%	2.8%	
Jeanette Jaimieson	City of Hamilton (adjusted)	2.8%		2.8%	2.8%	
Bruce Banbury	County of Oxford	1.0%		1.0%	1.0%	
Robert Hillier	City of Brantford	4.8%		4.8%	4.8%	
Vic Prendergast	City of Brantford	4.8%		4.8%	4.8%	
Bob Bell	City of Guelph	8.6%		8.6%	8.6%	
Mike Salisbury	City of Guelph	8.6%		8.6%	8.6%	
Guy Guardhouse	Group 1:	1.2%		1.2%	1.2%	
Pat Salter	Group 2:	1.5%		1.5%	1.5%	
George Wicke	Group 3:	0.5%		0.5%	0.5%	
Kelly Linton	Twp of Ctr Wellington	3.3%		3.3%	3.3%	
Chris White	Group 5:	4.1%		4.1%	4.1%	
Brian Coleman	County of Brant	1.8%		1.8%	1.8%	
Shirley Simons	County of Brant	1.8%		1.8%	1.8%	

- v. Provision for Current Borrowing (pending receipt of Municipal Levies, Provincial Grants and other revenues)

S. Foxton asked if the recommendation is a common practice. K. Murch answered that it is common however to his knowledge GRCA has never had to borrow money.

Resolution 29-15

Moved by: B. Corbett
Seconded by: B. Coleman
(Carried)

WHEREAS it is necessary for Grand River Conservation Authority (hereinafter called the "Authority") to borrow, on an interim basis, up to the sum of One Million Dollars (\$1,000,000) required for its purposes until payment to the Authority of grants and of sums to be paid to it by the participating municipalities designated as such under The Conservation Authorities Act, RSO 1990;

THEREFORE BE IT RESOLVED:

THAT Grand River Conservation Authority be authorized to borrow, on an interim basis, sums required to a maximum of One Million Dollars (\$1,000,000) necessary for its purposes Conservation Authority from the Canadian Imperial Bank of Commerce a sum or sums not exceeding in the aggregate One Million Dollars (\$1,000,000) and interest at the said Bank's minimum lending rate established from time to time, until payment to Grand River Conservation Authority by the participating municipalities;

AND THAT the Chair or Vice-Chair together with the Chief Administrative Officer or Secretary-Treasurer of the Authority be and they are hereby authorized to execute for and on behalf of Grand River Conservation Authority, a promissory note or notes for the sum to be borrowed under paragraph number 1 hereof and to affix thereto the corporate seal of Grand River Conservation Authority;

AND THAT the amount borrowed pursuant to this Resolution together with interest thereon be a charge upon the whole of the money received or to be received by Grand River Conservation Authority by way of grants as and when such moneys are received and of sums received or to be received by Grand River Conservation Authority from the participating municipalities as and when such moneys are received;

AND THAT the Chair or Vice-Chair or the Chief Administrative Officer or Secretary-Treasurer of Grand River Conservation Authority be and is hereby authorized and directed to apply, in payment of the moneys borrowed pursuant to this Resolution together with interest thereon, all of the moneys received by the Authority by way of grants or sums received by the Authority from the participating municipalities.

15. Appointment of Audit Committee:

J. Mitchell said that the Audit Committee is comprised of the Chair, Vice-chair and five members. She called for volunteers.

Resolution 30-15

Moved by: S. Foxton
Seconded by: L. Armstrong
(Carried)

THAT B. Coleman, W. Wettlaufer, F. Morison, J. Jamieson and C. White be appointed to the Audit Committee until the next Annual General Meeting.

16. Appointment of Special Recognition Committee

J. Mitchell indicated that the Chair and Vice-chair would sit on this committee and called for four volunteer members. C. Lunau asked what the responsibilities of this committee are. J. Mitchell said that the committee reviews applications for watershed awards and grants.

Resolution 31-15

Moved by: W. Roth
Seconded by: S. Simons
(Carried)

THAT P. Salter, W. Stauch, C. Lunau and S. Simons be appointed to the Special Recognition Committee until the next Annual General Meeting.

17. Third Reading of By-laws.

None

18. Other Business

None

19. Closed Meeting: (motion required pursuant to Section 36 of By-Law 1-2013)

Resolution 32-15

Moved by: C. White
Seconded by: S. Simons
(Carried)

THAT the meeting adjourn into closed session to discuss a labour relations matter.

The meeting adjourned at 9:55 a.m.

The meeting reconvened at 10:00 a.m.

a) GM-02-15-23 Salary Adjustments – January 1, 2015 (**confidential**)

Resolution 33-15

Moved by: B. Coleman
Seconded by: S. Simons
(Carried)

THAT the salary ranges for non-union positions be increased by 1.5% retroactive to January 1, 2015.

20. Next Meetings:

- General Membership Meeting
Friday, March 27, 2015 – 9:30 a.m.
Waterloo Region Museum, 10 Huron Road, Kitchener, Ontario
to be followed by Special Recognition Committee – Location to be announced
- General Membership Meeting
Friday, April 24, 2015 – 9:30 a.m.
Auditorium/Boardroom, Administration Centre, Cambridge, Ontario

21. Adjourn

The meeting adjourned at 10:10 a.m.

22. Grand River Source Protection Authority Meeting (if required)

Chair

Secretary-Treasurer

Grand River Conservation Authority

Report number: AUD -02-15-01
Date: February 27, 2015
To: Members of the Grand River Conservation Authority
Subject: Report of the Audit Committee

The Audit Committee met on February 18, 2015 at 12:00 noon to review the 2014 Financial Statements prepared by the Grand River Conservation Authority (GRCA) staff and reported on by KPMG LLP, Chartered Accountants, the external auditors appointed by the GRCA. These Audited Financial Statements and Schedules are attached.

Staff had the opportunity to discuss the performance of the auditors without them being present. The auditors were given the same opportunity with respect to management. Both parties confirmed a good working relationship.

The Audit Committee reviewed the Terms of Reference, dated February 28, 2014, and recommended one change.

The Audit Committee is satisfied that the Financial Statements, Notes and Schedules fairly present the financial position of the GRCA.

The Audit Committee made the following recommendations:

Motion: Audit 02-15-01:

THAT the Terms of Reference (February 18, 2015) for the Audit Committee be confirmed with an amendment to Paragraph 1. of the Responsibilities of the Audit Committee, replacing the word "acceptance" with the word "approval";

AND THAT the Computer Replacement Reserve be increased by \$60,000;

AND THAT the Forestry Management Reserve be increased by \$90,000;

AND THAT the 2014 Audited Financial Statements, Notes and Schedules be approved;

AND THAT KPMG Chartered Professional Accountants are appointed as Grand River Conservation Authority's Auditors for the year ended December 31, 2015 at an amount not to exceed \$ 34,400.

Prepared by:

Jane Mitchell
Chair, Audit Committee

HAMILTON REGION CONSERVATION AUTHORITY

CLERK'S DEPARTMENT	
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Council Agenda	Apr 15/15
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MINUTES

Board of Directors Meeting

March 5, 2015

RECEIVED
MAR 31 2015
Township of Puslinch

Minutes of the Board of Directors meeting held on Thursday, March 5, 2015 at Woodend Auditorium, 838 Mineral Springs Road, Ancaster, Ontario at 7:00 p.m.

PRESENT: James Howlett, in the Chair
Chad Collins
Aidan Johnson
Maria Topalovic

Doug Conley
David Rodgers

I.G.# 2

Richard MacDonald, Foundation Chair

REGRETS: Dan Bowman, Lloyd Ferguson, Santina Moccio, Duke O'Sullivan, and Robert Pasuta

STAFF PRESENT: Jonathan Bastien, Sandy Bell, Carissa Bishop, Rondalyn Brown, Lisa Burnside, Grace Correia, Gord Costie, Chris Firth-Eagland, Tony Horvat, Darren Kenny, Sara Kinnear, Judy Love, Don McConnell, Neil McDougall, and Scott Peck - HCA Staff

OTHERS: Richard Leitner – Media

1. CALL TO ORDER

The Chair called the meeting to order and welcomed everyone present.

2. DECLARATIONS OF CONFLICT OF INTEREST

The Chair asked members to declare any conflicts under the Board's Governance Policy. There were none.

THAT the Board of Directors approve the following recommendation:

THAT the minutes of the Board of Directors meeting held on January 15, 2015 be approved.

CARRIED

8. BUSINESS ARISING FROM THE MINUTES

There was none.

9. PRE-DISTRIBUTED CORRESPONDENCE

The following correspondence was received:

9.1 Initial Communication on Audit Planning

Neil McDougall presented the document. The purpose of this document is to initiate effective two way communication regarding financial statement audit engagement of HCA, Confederation Park, and Westfield Heritage Village. This communication will assist the Committee in understanding the terms of the audit engagement, our proposed audit strategy and the level of responsibility assumed by Grant Thornton under Canadian auditing standards.

BD12,2073

MOVED BY

Chad Collins

SECONDED BY

David Rodgers

THAT the pre-distributed correspondence be received.

CARRIED

10. OTHER CORRESPONDENCE

There was none.

11. REPORTS

11.1 Conservation Advisory Board (Minutes – January 22, 2015 and February 12, 2015)

Maria Topalovic presented the minutes of the Conservation Advisory Board meeting held on January 22, 2015 and February 12, 2015.

- \$57,165 for Christie Lake Stream Restoration
- \$50,000 for EcoPark Land Acquisition
- \$3,751 in undesignated funds
- The remaining \$891 came mostly in donations to the Hermitage campaign and Westfield Heritage Village
- Year-to-Date
 - Total Donations for our fiscal year-to-date (December 2014 to February 2015) - \$307,659
- Events
 - Hot Chocolate Festival was a huge success despite the cold weather. Our sincere thanks to Sofia Stanidis and the entire staff of the Dundas Valley Conservation Area.

12. OTHER STAFF REPORTS/MEMORANDUMS

12.1 Westfield Heritage Village – Visitor Centre Feasibility Study

Rondalyn Brown presented the report and the addendum report and indicated that Westfield Heritage Village is undertaking a Feasibility Study to identify the need, size, location, functions, staffing and finances for a Visitor's Centre. Funding for the study was provided by the Hamilton Conservation Foundation and the Friends of Westfield. Request for proposal was sent out and staff recommendation is to award this contract to TCI Management Consultants.

BD12,2080

MOVED BY: Chad Collins

SECONDED BY: Doug Conley

THAT the Board of Directors approve the following recommendations:

THAT the proposal for the Visitor Centre Feasibility Study at Westfield Heritage Village submitted by TCI Management Consultants be accepted at a cost of \$43,760.00, plus HST (plus expenses not to exceed \$800.00).

CARRIED

12.2 Tender Quote for Design Work – Lower Spencer Creek

Scott Peck presented the report and the addendum report. Scott indicated that the area of Spencer Creek between Thorpe Street and Cootes Drive has been identified as an area that may benefit from creek restoration work to address

12.4 Property Acquisition Team – East Mountain Wetland Restoration Project

Chris Firth-Eagland presented the report and indicated that at the January 15, 2015 Board of Directors meeting, members expressed an interest in participating in the evaluation of, and recommendations for the acquisition of lands for the East Mountain Wetland Restoration Project. Adoption of the recommendations will formalize the establishment of a Property Acquisition Team for the purpose of making recommendations to the Board of Directors regarding the acquisition of lands on the east Stoney Creek Mountain.

BD12,2083

MOVED BY: Maria Topalovic
SECONDED BY: Doug Conley

THAT the Board of Directors approve the following recommendations:

THAT a property acquisition team be struck for the purpose of making recommendations to the HCA Board of Directors regarding the acquisition of lands on the east Stoney Creek Mountain for the development of the East Mountain Wetland Restoration Project; and further

THAT Councillor Chad Collins, Councillor Doug Conley, Board Chair James Howlett and Board Vice-Chair Santina Moccio be appointed as the members of the Property Acquisition Team.

CARRIED

12.5 Upcoming Events

Gord Costie provided an update of the upcoming events that are included in the agenda package.

13. **NEW BUSINESS**

There was no new business.

14. **IN-CAMERA ITEMS FOR MATTERS OF LAW, PERSONNEL AND PROPERTY**

BD12,2084

MOVED BY: Chad Collins
SECONDED BY: Doug Conley

THAT the Board of Directors approve the following recommendations:

THAT Report BD/Mar 03-2015 be approved and remain in-camera.

CARRIED

14.4 Confidential Report BD/Mar 04-2015 – Verbal Update

Chris Firth-Eagland provided a verbal update and answered Board member's questions.

14.5 Confidential Report BD/Mar 05-2015 – Verbal Update

Chris Firth-Eagland provided a verbal update and answered Board member's questions.

BD12,2088

MOVED BY: Chad Collins
SECONDED BY: Maria Topalovic

THAT the Board of Directors moves out of *in camera*.

CARRIED

15. NEXT MEETING

The next meeting of the Board of Directors will be held on Thursday, April 2, 2015 at 7:00 p.m. at Woodend Auditorium, 838 Mineral Springs Road, Ancaster, Ontario.

16. ADJOURNMENT

On motion, the meeting adjourned.

File: 23CDM15502

RECEIVED

March 31, 2015

APR 02 2015

NOTICE OF APPLICATION

Township of Puslinch

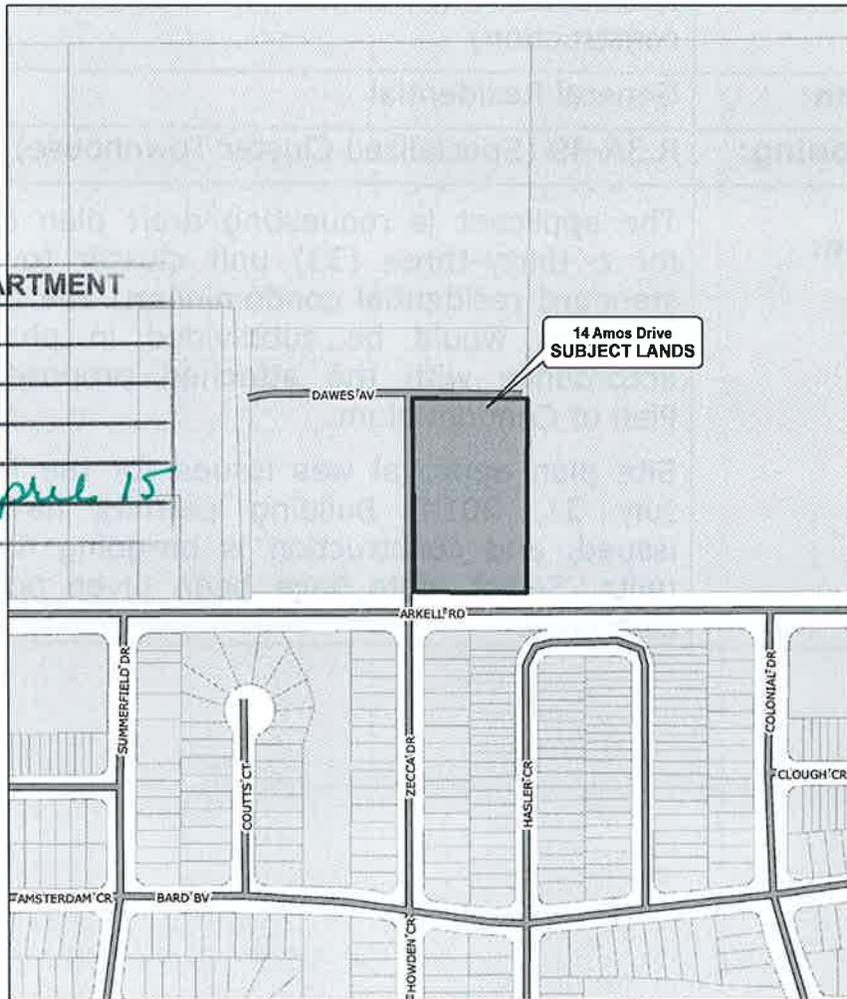
PROPOSED DRAFT PLAN OF CONDOMINIUM

SUBJECT LANDS

14 Amos Drive: The subject lands are located on the east side of Amos Drive, which is a townhouse block within a residential subdivision north of Arkell Road, east of Gordon Street, and west of Victoria Road South.

I.G.# 3

CLERK'S DEPARTMENT	
TO	
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Council Agenda	April 15
File	



Notice of Application

File: 23CDM15502

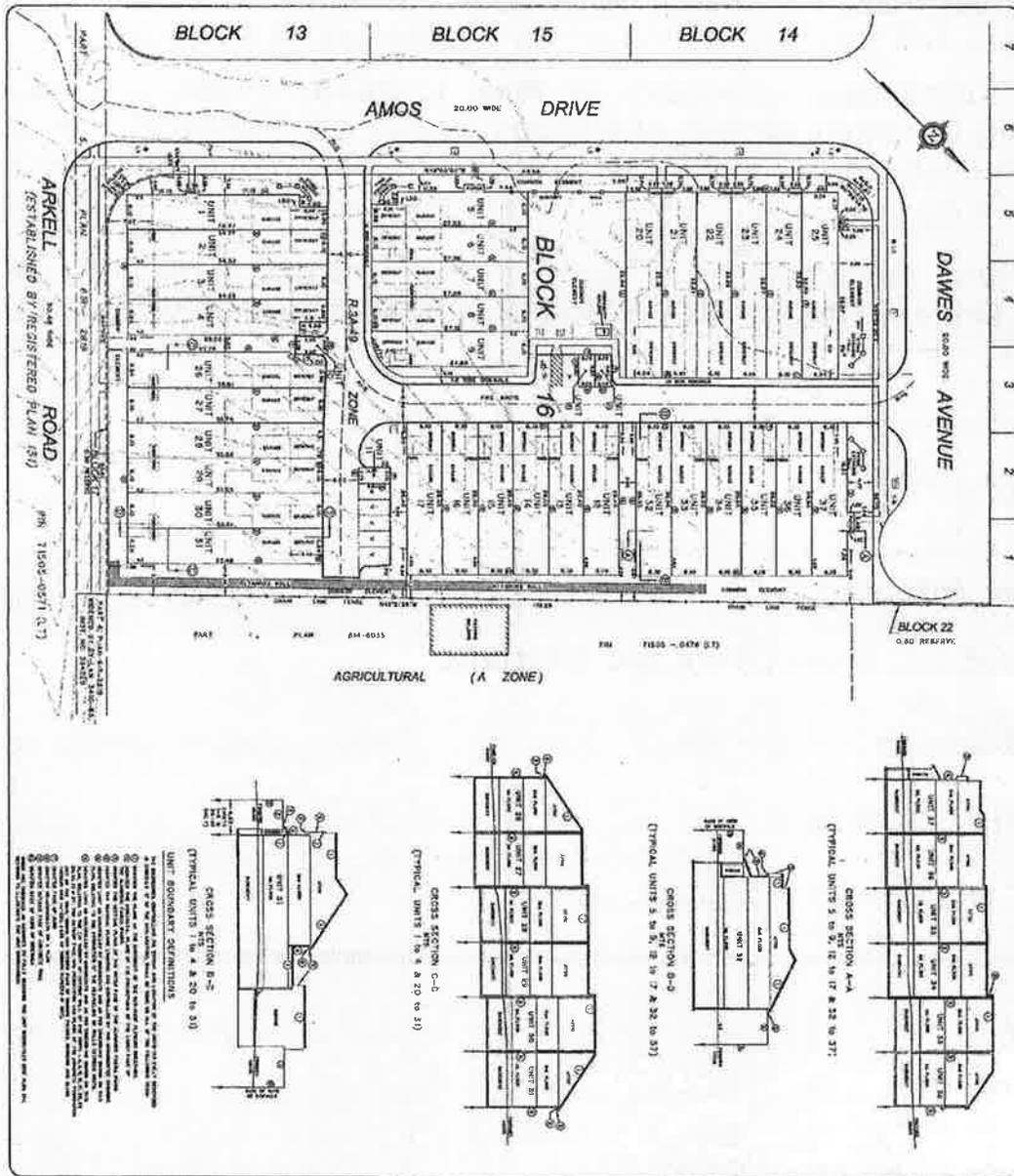
PURPOSE AND EFFECT OF APPLICATION

DETAILS OF PROPOSAL

Applicant:	Mr. Kerry Hillis: Black, Shoemaker, Robinson & Donaldson Ltd. (on behalf of 1266304 Ontario Ltd.)
Address:	14 Amos Drive, Guelph, Ontario
Legal Description:	BLOCK 16, REGISTERED PLAN 61M-193, CITY OF GUELPH
Property Size:	0.974 hectares
Existing Land Use:	Residential (most units currently under construction)
Official Plan:	General Residential
Existing Zoning:	R.3A-49 (Specialized Cluster Townhouse)
Proposal Description:	<p>The applicant is requesting draft plan approval for a thirty-three (33) unit cluster townhouse standard residential condominium. The land and buildings would be subdivided in phases, in accordance with the attached proposed Draft Plan of Condominium.</p> <p>Site plan approval was issued for the lands on July 31, 2014. Building permits have been issued, and construction is on-going for select units. Select units have been given occupancy clearance.</p>

PROPOSED DRAFT PLAN OF CONDOMINIUM (23CDM-15502):

(NOTE: If you require a larger copy of the Draft Plan of Condominium, please contact Michael Witmer at 519.837.5616 ext: 2790)



CROSS SECTION A-A
(TYPICAL UNITS 5, 6, 7, 12, 19, 17, 22, 29, 37)

CROSS SECTION B-B
(TYPICAL UNITS 5, 6, 7, 12, 19, 17, 22, 29, 37)

CROSS SECTION C-C
(TYPICAL UNITS 11, 6, 20, 31)

CROSS SECTION D-D
(TYPICAL UNITS 11, 6, 20, 31)

KEY PLAN N.T.S.

ADDITIONAL INFORMATION REQUIRED UNDER SECTION 51 (17) OF THE PLANNING ACT

OWNERS CERTIFICATE

SURVEYOR'S CERTIFICATE

METRIC

ADDITIONAL INFORMATION

DRAFT PLAN OF CONDOMINIUM

OF

BLOCK 16, REGISTERED PLAN 6M-193

CITY OF GUELPH

COUNTY OF WELLINGTON

SCALE: 1:1000

RECEIVED

NOV 27 2018

PBEE

To: Agencies and Departments

The City of Guelph is initiating the review of the condominium application from Mr. Kerry Hillis/Black, Shoemaker, Robinson & Donaldson Ltd. (BSR&D) for the property known as 14 Amos Drive.

Please submit your comments by **May 1, 2015**. If you have any questions or require further information, please call Michael Witmer at 519.837.5616 ext: 2790, or email: michael.witmer@guelph.ca

If you have no comments or concerns regarding this application, **14 Amos Drive: (File # 23CDM15502)**, please sign and submit this form to:



Michael Witmer

Infrastructure, Development and Enterprise

City of Guelph

Fax: 519.822.4632

Email: michael.witmer@guelph.ca

Agency

Representative (Please Print)

Representative (Signature)

Date

File: 23CDM14512

RECEIVED

MAR 25 2015

March 23, 2015

NOTICE OF APPLICATION

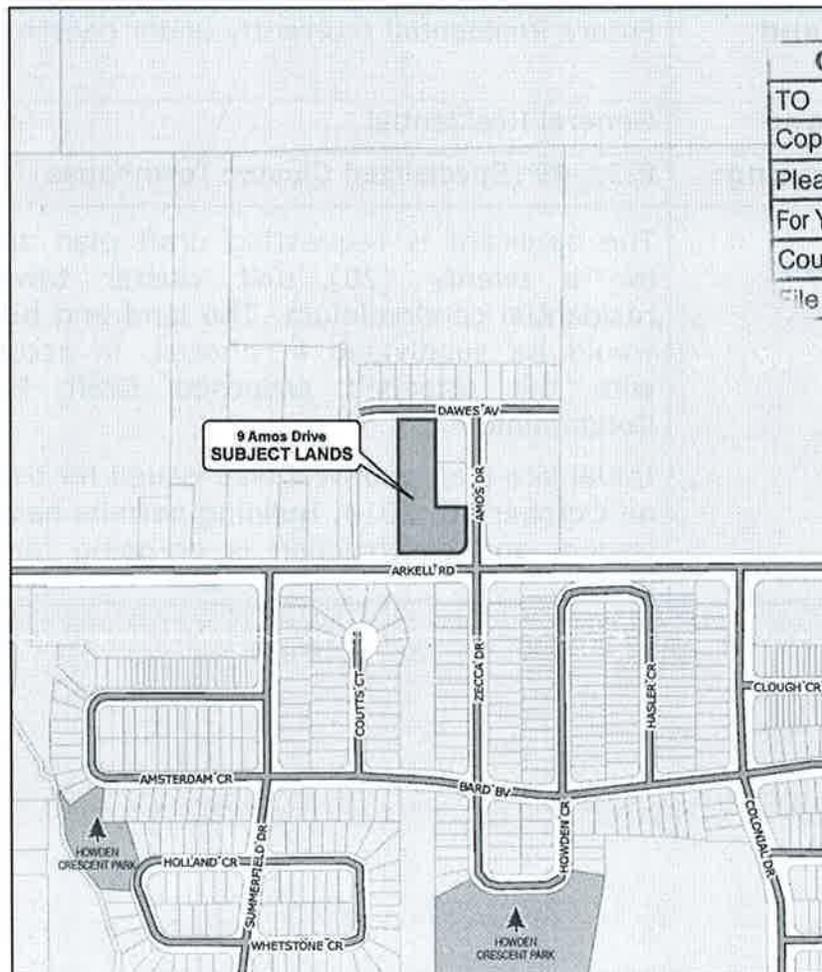
I.G.# 4

Township of Puslinch

PROPOSED DRAFT PLAN OF CONDOMINIUM

SUBJECT LANDS

9 Amos Drive: The subject lands are located on the east side of Amos Drive, which is a townhouse block within a residential subdivision north of Arkell Road, east of Gordon Street, and west of Victoria Road South.



CLERK'S DEPARTMENT	
TO	
Copy	
Please Handle	
For Your Information	
Council Agenda	April 2015
File	



SUBJECT LANDS
9 Amos Drive

Notice of Application

File: 23CDM14510

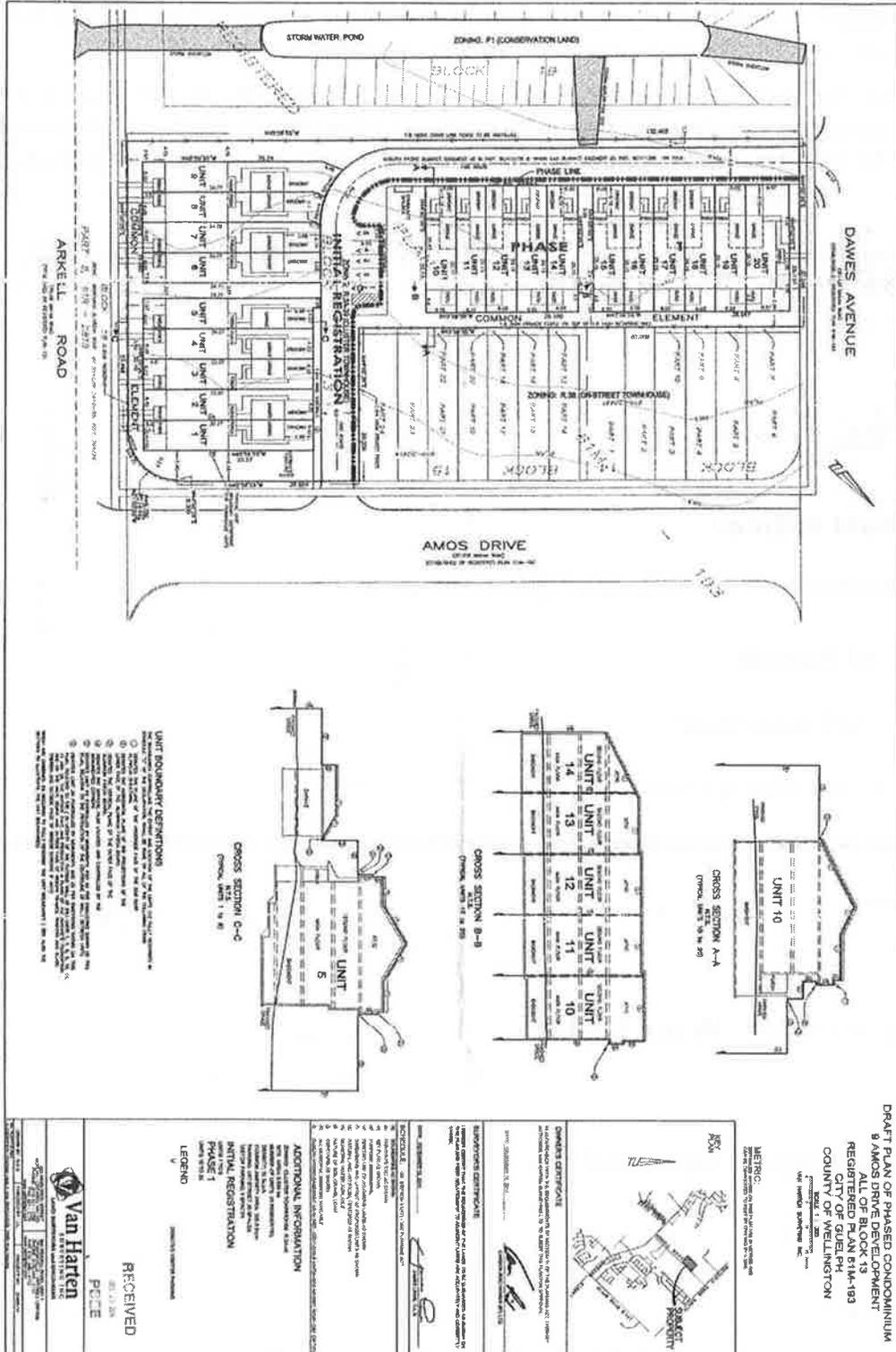
PURPOSE AND EFFECT OF APPLICATION

DETAILS OF PROPOSAL

Applicant:	Ms. Nancy Shoemaker: Black, Shoemaker, Robinson & Donaldson Ltd. (on behalf of Carson Reid Homes (87) Ltd.)
Address:	9 Amos Drive, Guelph, Ontario
Legal Description:	BLOCK 13, REGISTERED PLAN 61M-193, CITY OF GUELPH
Property Size:	0.628 hectares
Existing Land Use:	Future Residential (currently under construction)
Official Plan:	General Residential
Existing Zoning:	R.3A-49 (Specialized Cluster Townhouse)
Proposal Description:	<p>The applicant is requesting draft plan approval for a twenty (20) unit cluster townhouse residential condominium. The land and buildings would be subdivided in phases, in accordance with the attached proposed Draft Plan of Condominium.</p> <p>Initial site plan approval was issued for the lands on October 16, 2014. Building permits have been issued, and construction is on-going for select units.</p>

PROPOSED DRAFT PLAN OF CONDOMINIUM (23CDM-14512):

(NOTE: If you require a larger copy of the Draft Plan of Condominium, please contact Michael Witmer at 519.837.5616 ext: 2790)



To: Agencies and Departments

The City of Guelph is initiating the review of the condominium application from Ms. Nancy Shoemaker/Black, Shoemaker, Robinson & Donaldson Ltd. for the property known as 9 Amos Drive.

Please submit your comments by **April 23, 2015**. If you have any questions or require further information, please call Michael Witmer at 519.837.5616 ext: 2790, or email: michael.witmer@guelph.ca

If you have no comments or concerns regarding this application, **9 Amos Drive: (File # 23CDM14512)**, please sign and submit this form to:



Michael Witmer

Infrastructure, Development and Enterprise

City of Guelph

Fax: 519.822.4632

Email: michael.witmer@guelph.ca

Agency

Representative (Please Print)

Representative (Signature)

Date

Puslinch Fire and Rescue Service Monthly Report March 2015

Significant Events/ Incidents/Trends

Electrical Fires:

Puslinch Fire & Rescue Services responded to 5 reported structure fires in the Township so far this year. It has been noted that 40% of the fires were a result of electrical appliances or the wiring itself. Please find below the 5 most common causes of electrical fires:

Please find below the 5 most common causes of electrical fires:

1. Most electrical fires are caused by faulty electrical outlets and old, outdated appliances. Other fires are started by faults in appliance cords, receptacles and switches. Never use an appliance with a worn or frayed cord which can send heat onto combustible surfaces like floors, curtains, and rugs that can start a fire.

2. Light fixtures, lamps and light bulbs are another common reason for electrical fires. Installing a bulb with a wattage that is too high for the lamps and light fixtures is a leading cause of electrical fires. Always check the maximum recommended bulb wattage on any lighting fixture or lamp and never go over the recommended amount.

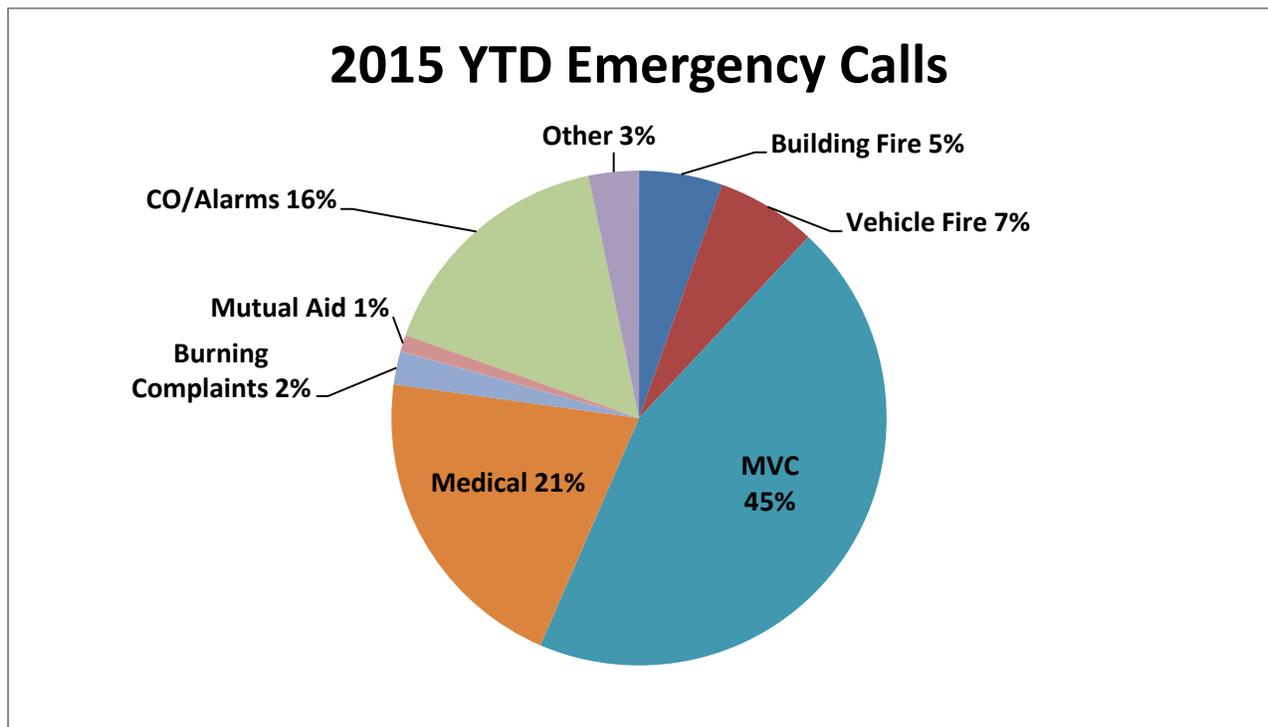
3. Misuse of extension cords is another electrical fire cause. Appliances should be plugged directly into outlet and not plugged into an extension cord for any length of time. Only use extension cords as a temporary measure.

4. Space heaters are a major cause of electrical fires. Because these types of heaters are portable, many times people put them too close to combustible surfaces such as curtains, beds, clothing, chairs, couches and rugs.

5. Outdated wiring often causes electrical fires. If a home is over twenty years old, it may not have the wiring capacity to handle the increased amounts of electrical appliances in today's average home, such as computers, wide screen televisions, DVD players, microwaves and air conditioners. Breakers should be triggered when circuits get overloaded by too much electricity, but outdated breaker boxes often have worn connectors that do not work, causing the system to overload and start an electrical fire. Equipment installed in barns, may create a heavy load on the electrical system as well.



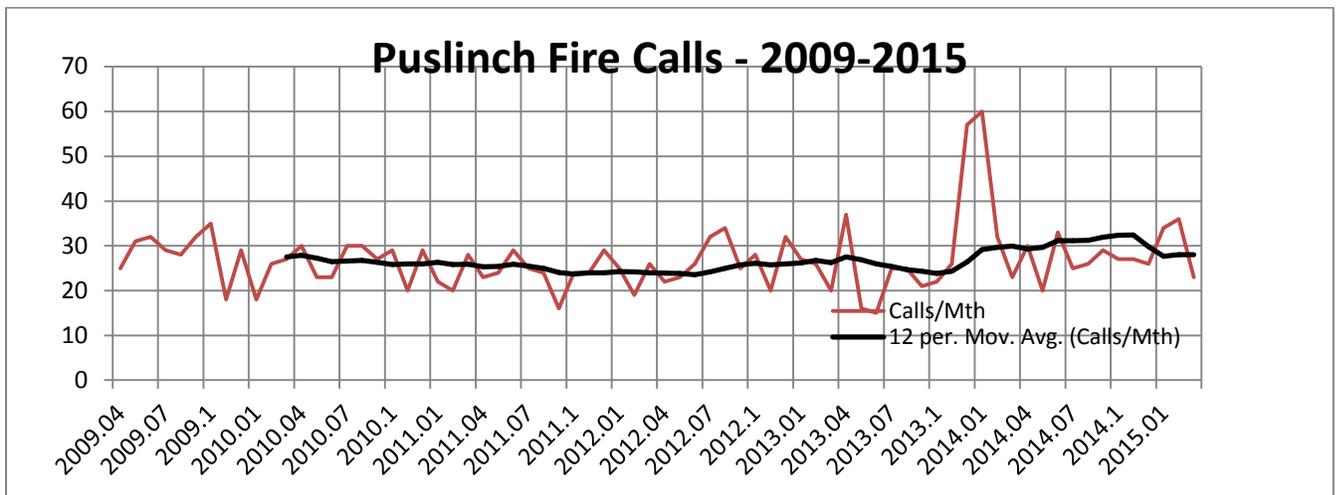
REPORT MONTH:		2015 March					
		March Monthly Total	March 2015 YTD	March 2014 YTD	March 2013 YTD	March \$ Loss Monthly	March 2015 \$ Loss YTD
FIRE:	Structure	2	5	4	4	\$5,500	\$11,500
	Vehicular	3	6	4	7	\$5,000	\$57,000
	Grass and Bush	0	0	0	1		
	Other	0	0	1	3	0	
		Monthly	2015 YTD	2014 YTD	2013 YTD		
Motor Vehicle Collisions		3	41	64	32		
Medical Assist		3	19	13	14		
Mutual Aid		1	2	4	1		
Carbon Monoxide		2	4	2	3		
Automatic Alarm		5	11	10	4		
Burning Complaints		2	2	5	1		
Incorrect Page		0	0	3	1		
Other		2	3	5	2		
TOTALS:		Monthly	2015 YTD	2014 YTD	2013 YTD		
		23	93	115	73		
Estimated Total Dollar Loss Due to Fire		\$10,500	\$68,500	\$335,00	\$422,000		



Prevention & Public Education

2015 March

Activity:	Monthly Total	2015 YTD
Inspections	1	4
Water Tank Inspection	0	23
Investigations	2	5
Emergency Planning	3	8
Public Education Volunteer	1	2
Public Education Paid	1	1
Meeting	2	8
Home Safe Home Campaign	0	0



Professional Development

2015 First Quarter

Activity:	Month	Day
Firefighter Survival	March/April	31 & 01
Aerial Operations and Ground Ladders (Core)	April	7 & 8
Confine Space Awareness	April	14 & 15
Fire Behaviour	April	21 & 22
Medical	April	28 & 29

Family Day Public Education



Firefighter Survival Training



Nicholas Beaver Fire – Hopper March 19, 2015





REPORT FIN-2015-015

TO: Mayor and Members of Council
FROM: Mary Hasan, Director of Finance/Treasurer
MEETING DATE: April 15, 2015
SUBJECT: 2014 Annual Building Permit Report
File No. C11 BUI

RECOMMENDATIONS

That Report FIN-2015-015 regarding the 2014 Annual Building Permit Report be received.

DISCUSSION

Purpose

The purpose of this report is to inform Council of the Building Permit Fees collected for 2014, and the costs associated with the administration and enforcement of the Building Code Act.

Background

In accordance with Section 7(4) of the Building Code Act, every 12 months, each principal authority shall prepare a report that contains such information as may be prescribed about any fees authorized and costs of the principal authority to administer and enforce the Building Code Act in its area of jurisdiction.

Therefore, the municipality is required to prepare an Annual Report, in order to enhance transparency and ensure that the Building Permit Fees do not exceed the anticipated reasonable delivery service expense.

As a requirement of Article 1.9.1.1., Division C of the 2012 Ontario Building Code, the Annual Report must include the following:

- a) Total fees collected in the 12-month period from January 1, 2014 to December 31, 2014,

- b) The direct and indirect costs of delivering services related to the administration and enforcement of the Act within the Township,
- c) A breakdown of the costs described in (b) above into at least the following categories:
 - I. Direct costs of administration and enforcement of the Act, including the review of applications for permits and inspection of buildings, and
 - II. Indirect costs of administration and enforcement of the Act, including support and overhead costs, and
- d) If a reserve fund has been established for any purpose relating to the administration or enforcement of the Act, the amount of the fund at the end of the 12-month period referred to in Clause (a).

Revenue

In 2014, the Building Department issued 209 permits. For the full year 2014, the Building Department anticipated revenues of \$253,500. The actual operating revenue earned was \$309,781. The actual revenue incurred was above the budget by \$56,281.

Expenses

The total budgeted (direct and indirect) operating expenses for the Building Department for the year 2014 were \$380,988. The total actual expenses for the Building Department for the year 2014 were \$328,678. The actuals were below the budget by \$52,310.

A financial summary for the year ended December 31, 2014 is attached as Schedule A to this report.

FINANCIAL IMPLICATIONS

The Building Code Act requires that the total amount of Building Permit fees meets the total costs for the municipality to administer and enforce the Building Code Act and Regulations. Building permit fees were established to fully recover the Township's cost of providing building permit services, including an allocation of administrative overhead/indirect costs. Any surplus revenue from building permit fees is transferred to a reserve fund, to be drawn upon in years of declining building activity.

The only impact to the Township's property tax revenues related to building permit activity is the recovery from the Building Department for indirect costs such as human resources, finance/accounting, information technology, and facility space.

The Building department ended 2014 with an operating budget deficit of \$18,897 (2014 revenues of \$309,781 and expenditures of \$328,678). The 2014 operating budget deficit was primarily due to the following:

- Higher than expected residential building permits issued resulting in higher actual revenues compared to budget; and
- higher expenses compared to revenues primarily attributed to the filling of two positions that are funded by the Building Department at 25% (Development Coordinator) and 100% (Building & Enforcement Inspector Officer).

Therefore, the actual expenses incurred exceeded the revenues made in the building department. The 2014 Building Department operating deficit in the amount of \$18,897 was funded by the Building Reserve Fund resulting in a total balance of \$494,289 as of December 31, 2014.

The Reserve Fund activity in 2014 and the balance of the Building Reserve Fund as of December 31, 2014 is attached as Schedule B to this report.

APPLICABLE LEGISLATION AND REQUIREMENTS

Section 7(4) of the Building Code Act

Article 1.9.1.1., Division C of the 2012 Ontario Building Code

The Building Code Act also requires that the principal authority gives notice of the preparation of an annual building permit fees report to every person and organization that has requested that the principal authority provide the person or organization with such notice and has provided an address for the notice. As of the date of this report, the Township of Puslinch has not received any requests for this report.

ATTACHMENTS

Schedule A . Financial Summary for the Year Ended December 31, 2014

Schedule B . Building Reserve Fund Balance as of December 31, 2014

**Township of Puslinch
Financial Summary
For the Year Ended December 31, 2014**

Schedule A

REVENUE		
	Fees	\$309,781
	2014 Operating Contribution from Building Reserve	\$18,897 A
Total Revenues		\$ 328,678
EXPENSES		
	Direct	\$ 261,839
	Indirect	\$ 66,839
Total Expenses		\$ 328,678
Net Revenues		\$ -

**Township of Puslinch
Building Reserve Fund
Balance as of December 31, 2014**

January 1, 2014 opening balance	\$ 528,023
2014 Operating Contribution from Building Reserve	(18,897)
2014 Corporate Facility Security Capital Project	(2,973)
2014 Corporate Website Redesign Capital Project	(11,864)
	<u> </u>
December 31, 2014 closing balance	<u>\$ 494,289</u>

Financial Report Financial Report - 2015-02

BANK BALANCE	8,562,716
General Acct. Interest Earned to Date	9,140
2015 Taxes Levied to Date	5,480,282
Interim 1st Installment	-
Interim 2nd Installment	-
Final 1st Installment	-
Final 2nd Installment	-
capping	-
Total Taxes Levied	5,480,282
Taxes Written Off to Date	3,756
Supplemental Billings to Date	8,701
2015 Outstanding Taxes	576,453
2015 Outstanding Interest	986
<u>Outstanding Taxes and Interest (Prior years)</u>	
- 2014 Taxes & Interest	588,872
- 2013 Taxes & Interest	203,173
- 2012 & Prior & Interest	138,213
Total Outstanding Taxes & Interest - Prior Years	930,257

8.2(b)(ii)

Accounts Payable
TD Canada Trust Cheque Register By Date
01/02/2015 thru 28/02/2015

Cheque Number	Cheque Date	Payee	Cheque Amount
018119	17/02/2015	001946 BDO CANADA LLP	8,475.00
018120	17/02/2015	000124 BELL MOBILITY INC.	25.59
018121	17/02/2015	001781 BERNARDI HUMAN RESOURCE LAW LLP	2,703.53
018122	17/02/2015	001068 BFI CANADA INC.	205.58
018123	17/02/2015	000716 CORP. OF THE TOWN OF MILTON	10,004.67
018124	17/02/2015	001434 DENNIS LEVER	67.50
018125	17/02/2015	000414 GM BLUEPLAN ENGINEERING LIMITED	1,877.22
018126	17/02/2015	001944 GMHA MINOR BANTOM AAA 2014-2015	353.32
018127	17/02/2015	000463 GUELPH HUMANE SOCIETY	1,535.06
018128	17/02/2015	000468 GWS ECOLOGICAL & FORESTRY SERV	1,752.40
018129	17/02/2015	000476 HARDEN ENVIRONMENTAL SERVICES	1,186.50
018130	17/02/2015	001936 HERNER, MARISSA	19.36
018131	17/02/2015	000514 HYDRO ONE NETWORKS INC	1,417.52
018132	17/02/2015	001429 KENNETH ROTH	141.05
018133	17/02/2015	001173 LOCAL AUTHORITY SERVICES LTD.	282.50
018134	17/02/2015	000661 MANULIFE FINANCIAL	14,104.19
018135	17/02/2015	000685 MCELDERRY & MORRIS	122.04
018136	17/02/2015	000717 MINISTER OF FINANCE	105.00
018137	17/02/2015	001947 OLDFIELD, LORI	84.15
018138	17/02/2015	001945 ONSERVE	2,395.60
018139	17/02/2015	000769 ONT. BUILDING OFFICIALS ASSOC.	675.74
018140	17/02/2015	001937 PATZER, KELLY	121.00
018141	17/02/2015	001650 PITNEY BOWES	163.12
018142	17/02/2015	001440 REALTAX INC.	1,005.70
018143	17/02/2015	001472 RSM BUILDING CONSULTANTS	406.80
018144	17/02/2015	000914 S.T.O.P. RESTAURANT SUPPLY	781.38
018145	17/02/2015	000932 SENTEX COMMUNICATIONS	455.35
018146	17/02/2015	001943 SOUTH CLARE ERNEST	770.76
018147	17/02/2015	000374 SUSAN FIELDING	92.92
018148	17/02/2015	001076 THE WELLINGTON ADVERTISER	890.59
018149	17/02/2015	001036 TOWNSHIP OF CENTRE WELLINGTON	105.94
018150	17/02/2015	000980 WAYNE STOKLEY	102.00
018151	20/02/2015	001824 FRENCH, ADAM	862.77
018152	24/02/2015	000119 BELL CANADA	828.83
018153	24/02/2015	001010 DAVID THORNTON	71.00
018154	24/02/2015	000739 MUN LAW ENFORCEMENT OFFICER ASS.	1,356.00
018155	24/02/2015	001478 ROBERT KELLY	320.13
018156	24/02/2015	001210 ROGERS	685.13
018157	24/02/2015	001684 SCHOOLEY MITCHELL TELECOM	3,083.47
018158	24/02/2015	000998 TD VISA	6,069.18
018159	27/02/2015	001088 WELL COUNTY PLOWMEN'S ASSOC.	100.00
018160	28/02/2015	000514 HYDRO ONE NETWORKS INC	5,910.57
018161	28/02/2015	000042 ADVANCE CONSTRUCTION EQUIP LTD	288.99
018162	28/02/2015	001352 AIR LIQUIDE CANADA INC.	833.65
018163	28/02/2015	000045 AIRWAVE CLIMATECARE	214.70
018164	28/02/2015	001416 ALTRUCK INTL. TRUCK CENTRES	170.72
018165	28/02/2015	001811 BARDWELL, SCOTT	38.00
018166	28/02/2015	000113 BATTLEFIELD EQUIPMENT RENTALS	179.20
018167	28/02/2015	000128 BENSON TIRE INC.	1,089.68
018168	28/02/2015	000148 BOUCHER & JONES INC.	11,876.63
018169	28/02/2015	001074 C-MAX FIRE SOLUTIONS	4,735.73
018170	28/02/2015	000182 CAMPUS HARDWARE LIMITED	136.39
018171	28/02/2015	000171 CANADIAN PACIFIC RAILWAY CO.	2,750.00

Accounts Payable

TD Canada Trust Cheque Register By Date

01/02/2015 thru 28/02/2015

Cheque Number	Cheque Date	Payee	Cheque Amount	
018172	28/02/2015	001446	CARTER-GRANT MECHANICAL SYSTEM	469.29
018173	28/02/2015	000259	COUNTY OF WELLINGTON	66,196.76
018174	28/02/2015	001351	DELTA TRUCK EQUIPMENT	332.48
018175	28/02/2015	001949	EMERGENCY SERVICE MARKETING CORP.INC.	12.66
018176	28/02/2015	000969	FCDQ	107.51
018177	28/02/2015	000382	FIRESERVICE MANAGEMENT LTD.	363.36
018178	28/02/2015	000399	G & A LOCK SERVICE LTD.	107.35
018179	28/02/2015	000409	GAIL J. HUETHER	333.82
018180	28/02/2015	001682	GARROD PICKFIELD LLP	226.00
018181	28/02/2015	000448	GREAT-WEST LIFE ASSURANCE CO.	695.32
018182	28/02/2015	000400	GUELPH BUSINESS MACHINES	776.99
018183	28/02/2015	000476	HARDEN ENVIRONMENTAL SERVICES	316.40
018184	28/02/2015	000485	HAYDEN'S ABERFOYLE GARAGE INC.	71.08
018185	28/02/2015	000155	HD SUPPLY CANADA INC.	715.64
018186	28/02/2015	001936	HERNER, MARISSA	71.64
018187	28/02/2015	001338	JARDINE LLOYD THOMPSON CANADA	6,491.88
018188	28/02/2015	000565	JOHN UPTEGROVE	709.89
018189	28/02/2015	001948	JUNO ELECTRIC	7,006.00
018190	28/02/2015	001683	K-W DOOR INSTALLATIONS INC.	446.64
018191	28/02/2015	000626	LETCO LIMITED	168.14
018192	28/02/2015	000650	M & L SUPPLY	225.30
018193	28/02/2015	000710	MICHAEL'S MOBILE	2,170.84
018194	28/02/2015	001872	MONTEITH BROWN	3,528.43
018195	28/02/2015	000734	MRC SYSTEMS INC.	4,946.58
018196	28/02/2015	001687	OFCAAA	45.00
018197	28/02/2015	001795	PARKER, SCOTT	38.00
018198	28/02/2015	001622	PEARSON DUNN INSURANCE	2,164.36
018199	28/02/2015	001147	RECEIVER GENERAL	72.84
018200	28/02/2015	001235	RECEIVER GENERAL FOR CANADA	471.00
018201	28/02/2015	001415	RESURFICE CORP.	200.58
018202	28/02/2015	000861	REYNER ELECTRIC CONSTRUCTION INC.	2,042.93
018203	28/02/2015	001215	RID-A-CRITTER	423.75
018204	28/02/2015	001363	RIDGEHILL FORD SALES 1980 LTD	211.86
018205	28/02/2015	000886	ROCHESTER MIDLAND LIMITED	122.55
018206	28/02/2015	001228	ROGERS MATERIAL HANDLING	327.70
018207	28/02/2015	000900	ROYAL CITY AUTOMOTIVE	129.21
018208	28/02/2015	000905	ROYAL SS TANK & TRUCK LTD	265.55
018209	28/02/2015	000934	SGS CANADA INC	370.64
018210	28/02/2015	001733	SHRED-IT INTERNATIONAL ULC	57.57
018211	28/02/2015	000988	SWAN DUST CONTROL LTD	290.51
018212	28/02/2015	001025	TRANSIT LUBRICANTS LTD.	924.85
018213	28/02/2015	001033	TSC STORES LTD.	124.29
018214	28/02/2015	001039	UNION GAS LIMITED	4,313.00
018215	28/02/2015	001052	VIKING CIVES LTD	2,488.80
018216	28/02/2015	000980	WAYNE STOKLEY	11.00
018217	28/02/2015	001083	WELL. COUNTY TRAINING OFFICER	50.00
018218	28/02/2015	000717	MINISTER OF FINANCE	10,947.27
018219	28/02/2015	000717	MINISTER OF FINANCE	1,843.56
018220	28/02/2015	000764	O.M.E.R.S.	17,202.32
018221	28/02/2015	000856	RECEIVER GENERAL	367.87
018222	28/02/2015	001147	RECEIVER GENERAL	44,416.18
018223	28/02/2015	001113	WORKPLACE SAFETY & INSURANCE	4,090.14

Accounts Payable

TD Canada Trust Cheque Register By Date

01/02/2015 thru 28/02/2015

Cheque Number	Cheque Date	Payee	Cheque Amount
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Cheque Register Total - 284,533.18

Corporate Financial Report - 2015-02

8.2(b)(iii)

REVENUES

Account	Description	Curr Mnth Actual	Curr Mnth Budget	YTD Actual	YTD Budget	\$ Budget Remaining	Total 2015 Budget	% Budget Remaining
01-0017-7710	Sale of Flags	-	8	-	17	100	100	0%
01-0017-7770	Other Revenues	83	58	117	117	583	700	83%
01-0017-2310	Mun Tax Assistance	-	1,307	-	2,613	15,680	15,680	100%
01-0017-2320	Host Kilmer (Service Ontario)	-	1,856	-	3,712	22,270	22,270	100%
01-0017-2330	Ontario Hydro	-	1,012	-	2,025	12,147	12,147	100%
01-0017-2340	Greater Toronto Transit	-	580	-	1,159	6,956	6,956	100%
01-0017-2350	Public Works Canada	-	166	-	333	1,997	1,997	100%
01-0017-2400	Grant Guelph Junction Railway	-	444	-	888	5,330	5,330	0%
01-0017-2500	Puslinch Landfill	-	284	-	569	3,411	3,411	100%
01-0017-2600	City of Guelph	-	2,072	-	4,143	24,859	24,859	100%
01-0017-2700	University of Guelph	-	107	-	215	1,289	1,289	100%
01-0017-2800	CN Railway	-	95	-	189	1,135	1,135	100%
01-0017-2900	CP Railway	-	655	-	1,309	7,854	7,854	100%
01-0017-5110	OMPF	-	33,717	101,150	67,433	303,450	404,600	75%
01-0015-5310	Provincial Aggregate Levy	-	17,847	-	35,694	214,164	214,164	100%
01-0017-7510	Current Taxes	-	6,714	-	13,427	80,563	80,563	100%
01-0017-7520	Tax Arrears	11,949	8,983	25,493	17,965	82,300	107,793	76%
01-0014-1220	Supplemental Billings	-	4,167	8,701	8,333	41,299	50,000	83%
01-0017-7672	Interest on General	3,979	4,546	9,140	9,092	45,410	54,550	83%
01-0017-7675	Interest on Grading	286	127	575	253	945	1,520	62%
01-0017-7676	Int. Education/County DC's	11	14	23	28	146	169	86%
	Totals	16,308	84,757	145,199	169,514	871,887	1,017,086	86%

EXPENDITURES

Account	Description	Curr Mnth Actual	Curr Mnth Budget	YTD Actual	YTD Budget	\$ Budget Remaining	Total 2015 Budget	% Budget Remaining
01-0010-4501	Taxes written off (Twp share only)	-	17,832	3,756	35,664	210,228	213,984	98%
01-0010-4700	Conservation Authorities Levy Payment	-	12,856	-	25,711	154,266	154,266	100%
	Totals	-	30,688	3,756	61,375	364,494	368,250	99%

Administration Financial Report - 2015-02

REVENUES

Account	Description	Curr Mnth Actual	Curr Mnth Budget	YTD Actual	YTD Budget	\$ Budget Remaining	Total 2015 Budget	% Budget Remaining
01-0015-1110	Signature of Commissioner and FOI Requests	30	13	60	27	100	160	63%
01-0015-1120	Investigator Fees	-	-	-	-	-	-	0%
01-0015-1130	Engineering and Environmental Fees Recovered	-	167	-	333	2,000	2,000	100%
01-0015-1140	Legal Fees Recovered	-	-	-	-	-	-	0%
01-0015-1150	Recoveries from Staff Events	-	79	-	158	950	950	100%
01-0015-3738	Other recoveries	-	-	-	-	-	-	0%
	Totals	30	259	60	518	3,050	3,110	98%

CONTRIBUTION FROM WORKING RESERVES

Account	Description	Curr Mnth Actual	Curr Mnth Budget	YTD Actual	YTD Budget	\$ Budget Remaining	Total 2015 Budget	% Budget Remaining
01-0013-3185	Contribution from Legal Contingency Working Reserve	204	1,166.67	204	2,333	13,796	14,000	0%
01-0013-3195	Contribution from Insurance Contingency Working Reserve	-	833	-	1,667	10,000	10,000	0%
01-0013-3100	Contribution from Operating Carryforward Working Reserve	-	11,639	-	23,277	139,662	139,662	0%
	Totals	204	13,639	204	27,277	163,458	163,662	0%

EXPENDITURES

Account	Description	Curr Mnth Actual	Curr Mnth Budget	YTD Actual	YTD Budget	\$ Budget Remaining	Total 2015 Budget	% Budget Remaining
01-0010-4000	FT Wages	16,018	17,699	33,637	35,399	178,756	212,393	84%
01-0010-4001	PT Wages	2,468	3,037	5,233	6,073	31,207	36,440	86%
01-0010-4002	OT Wages	-	-	-	-	-	-	0%
01-0010-4100	FT Benefits	3,333	3,009	7,219	6,017	28,884	36,103	80%
01-0010-4101	PT Benefits	2,048	267	349	533	2,850	3,199	89%
01-0010-4102	Manulife Benefits	1,765	1,765	3,530	3,530	17,651	21,181	83%
01-0010-4103	WSIB	536	481	1,195	963	4,582	5,777	79%

Administration Financial Report - 2015-02

Account	Description	Curr Mnth Actual	Curr Mnth Budget	YTD Actual	YTD Budget	\$ Budget Remaining	Total 2015 Budget	% Budget Remaining
01-0010-4200	Office Supplies & Equipment	-	177	24	354	2,099	2,123	99%
01-0010-4204	Water Protection	14	10	28	20	92	120	77%
01-0010-4302	Communication (phone, fax, intern)	374	55	319	109	336	655	51%
01-0010-4303	Professional Fees - Legal	313	2,383	313	4,767	28,287	28,600	99%
01-0010-4305	Professional Fees - Engineering & Environmental	641	2,250	641	4,500	26,359	27,000	98%
01-0010-4307	Events and Other	-	583	-	1,167	7,000	7,000	100%
01-0010-4308	Mileage	-	42	-	83	500	500	100%
01-0010-4309	Professional Development	2,010	1,571	3,417	3,142	15,433	18,850	82%
01-0010-4311	Membership and Subscription Fees	-	709	4,963	1,418	3,547	8,510	42%
01-0010-4312	Employee Travel - Meals	-	33	-	67	400	400	100%
01-0010-4313	Employee Travel - Accom/Parking	-	83	-	167	1,000	1,000	100%
01-0010-4314	Employee Travel - Airfare	-	42	-	83	500	500	0%
01-0010-4315	Insurance	-	3,478	-	6,956	41,739	41,739	100%
01-0010-4316	Advertising	-	238	-	475	2,850	2,850	100%
01-0010-4317	Water Monitoring	-	417	-	833	5,000	5,000	100%
01-0010-4320	Contract Services	-	42	-	83	500	500	100%
01-0013-3185	Legal Contingency Working Reserve	5,000	417	5,000	833	-	5,000	0%
01-0013-3195	Insurance Contingency Working Reserve	5,000	417	5,000	833	-	5,000	0%
	Totals	39,520	39,203	70,868	78,407	399,573	470,441	85%

Council Financial Report - 2015-02

EXPENDITURES

Account	Description	Curr Mnth Actual	Curr Mnth Budget	YTD Actual	YTD Budget	\$ Budget Remaining	Total 2015 Budget	% Budget Remaining
01-0180-4001	PT Wages	6,902	7,040	13,804	14,079	70,672	84,476	84%
01-0180-4101	PT Benefits	201	486	329	971	5,500	5,829	94%
01-0180-4102	Manulife Benefits	1,701	1,701	3,789	3,403	16,626	20,415	0%
01-0180-4200	Office Supplies & Equipment	-	6	-	13	75	75	100%
01-0180-4308	Mileage	329	250	329	500	2,671	3,000	89%
01-0180-4309	Professional Development	1,694	384	1,694	768	2,916	4,610	63%
01-0180-4312	Employee Travel - Meals	20	33	20	67	380	400	95%
01-0180-4313	Employee Travel - Accom/Parking	2,234	417	2,234	833	2,766	5,000	55%
01-0180-4314	Employee Travel - Air Fare	-	42	-	83	500	500	100%
	Totals	13,081	10,359	22,199	20,718	102,106	124,305	82%

Elections Financial Report - 2015-02

EXPENDITURES

Account	Description	Curr Mnth Actual	Curr Mnth Budget	YTD Actual	YTD Budget	\$ Budget Remaining	Total 2015 Budget	% Budget Remaining
01-0120-4304	Professional Fees - Audit	-	125	-	250	1,500	1,500	100%
01-0013-3115	Contribution to Elections WR	14,000	1,167	14,000	2,333	-	14,000	0%
Totals		14,000	1,292	14,000	2,583	1,500	15,500	10%

Finance Financial Report - 2015-02

REVENUES

Account	Description	Curr Mnth Actual	Curr Mnth Budget	YTD Actual	YTD Budget	\$ Budget Remaining	Total 2015 Budget	% Budget Remaining
01-0015-3120	Tax Certificates	600	450	1,020	900	4,380	5,400	81%
01-0015-1170	NSF Fees	120	67	120	133	680	800	85%
01-0015-1180	Invoice Administration Fee	125	250	75	500	2,925	3,000	98%
01-0015-1160	Advertising, Legal, and Realtax Fees Recovered	-	167	906	333	1,094	2,000	55%
01-0015-3739	Other Recoveries	-	167	-	333	2,000	2,000	0%
01-0017-7780	Garbage bags	1,268	917	2,160	1,833	8,840	11,000	80%
	Totals	2,113	2,017	4,281	4,033	19,919	24,200	82%

EXPENDITURES

Account	Description	Curr Mnth Actual	Curr Mnth Budget	YTD Actual	YTD Budget	\$ Budget Remaining	Total 2015 Budget	% Budget Remaining
01-0100-4000	FT Wages	16,683	18,434	35,034	36,869	186,180	221,214	84%
01-0100-4001	PT Wages	-	-	-	-	-	-	0%
01-0100-4002	OT Wages	-	42	-	83	500	500	0%
01-0100-4100	FT Benefits	3,248	3,194	7,045	6,389	31,288	38,333	82%
01-0100-4102	Manulife Benefits	2,020	2,020	4,040	4,041	20,204	24,244	83%
01-0100-4103	WSIB Benefits	485	502	1,090	1,003	4,929	6,019	82%
01-0100-4199	Computer Software & Hardware Operational Upgrades/Support from IT Consultant	-	250	1,155	500	1,845	3,000	62%
01-0100-4200	Office Supplies	110	667	813	1,333	7,187	8,000	90%
01-0100-4201	Hydro	464	436	941	872	4,289	5,230	82%
01-0100-4202	Heat	384	188	766	377	1,494	2,260	66%
01-0100-4215	Cleaning, Maintenance, Building Supplies	63	373	81	747	4,399	4,480	98%
01-0100-4216	Kitchen Supplies and Equipment	-	256	334	512	2,736	3,070	89%
01-0100-4222	Outdoor Maintenance of Building	-	125	-	250	1,500	1,500	100%
01-0100-4301	Postage	-	806	-	1,613	9,675	9,675	100%
01-0100-4302	Communication (phone, fax, intern)	368	383	760	767	3,840	4,600	83%
01-0100-4304	Professional Fees - Audit	5,342	1,167	5,342	2,333	8,658	14,000	62%
01-0100-4308	Mileage	-	57	-	113	680	680	100%

Finance Financial Report - 2015-02

Account	Description	Curr Mnth Actual	Curr Mnth Budget	YTD Actual	YTD Budget	\$ Budget Remaining	Total 2015 Budget	% Budget Remaining
01-0100-4309	Professional Development	-	415	-	830	4,980	4,980	100%
01-0100-4311	Membership and Subscription Fees	254	173	569	345	1,501	2,070	73%
01-0100-4312	Employee Travel - Meals	-	17	-	33	200	200	100%
01-0100-4313	Employee Travel - Accomodations	-	33	-	67	400	400	100%
01-0100-4316	Advertising	906	667	975	1,333	7,025	8,000	88%
01-0100-4320	Contract Services	3,485	4,302	7,210	8,603	44,410	51,620	86%
01-0100-4322	Emergency Management	-	160	162	320	1,758	1,920	92%
01-0100-4323	Environmental Service - Garbage Bags	-	917	-	1,833	11,000	11,000	100%
01-0100-4500	Bank Service Charges	117	219	223	438	2,402	2,625	92%
01-0100-4503	Debt Interest Repayment	-	1,617	-	3,234	19,405	19,405	100%
01-0100-4600	Grants	100	2,715	100	5,429	32,475	32,575	100%
01-0012-1200	Principle Repayment	-	8,833	-	17,667	106,000	106,000	100%
	Totals	34,029	48,967	66,640	97,933	520,961	587,601	89%

Building Financial Report - 2015-02

REVENUES

Account	Description	Curr Mnth Actual	Curr Mnth Budget	YTD Actual	YTD Budget	\$ Budget Remaining	Total 2015 Budget	% Budget Remaining
01-0015-1192	Reproduction of Drawings Fees	-	21	-	42	250	250	0%
01-0017-7250	Residential Building Permits	11,257	16,667	33,353	33,333	166,647	200,000	83%
	Institutional, Commercial & Industrial Building Permits	2,150	4,167	2,150	8,333	47,850	50,000	96%
	Farm Building Permits	-	200	-	400	2,400	2,400	100%
	Demolition Permit	-	50	-	100	600	600	100%
	Occupancy Permit	-	-	-	-	-	-	#DIV/0!
	Septic System Permit	1,800	1,667	1,800	3,333	18,200	20,000	91%
01-0017-7210	Designated Structures Permit	-	67	400	133	400	800	50%
	Tent or Marquee Permit	-	75	-	150	900	900	100%
01-0017-7240	Deferral of Revocation of Permit	-	25	300	50	-	300	0%
	Reactivate Abandoned Permit	-	13	-	25	150	150	100%
	Transfer of Permit	-	-	-	-	-	-	#DIV/0!
	Revision to a Permit	-	250	-	500	3,000	3,000	100%
	Alternate Solution Application	-	58	-	117	700	700	100%
	Conditional Permits	-	-	-	-	-	-	0%
01-0017-7290	Special Inspection Fee	100	25	100	50	200	300	67%
	Totals	15,307	23,283	38,103	46,567	241,297	279,400	86%

CONTRIBUTION FROM WORKING RESERVES

01-0013-3150	Contribution from Building Reserve Fund	-	7,021	-	14,041	84,248	84,248	100%
	Totals	-	7,021	-	14,041	84,248	84,248	100%

EXPENDITURES

Account	Description	Curr Mnth Actual	Curr Mnth Budget	YTD Actual	YTD Budget	\$ Budget Remaining	Total 2015 Budget	% Budget Remaining
01-0020-4000	FT Wages	13,796	15,244	28,867	30,489	154,065	182,932	84%
01-0020-4001	PT Wages	125	183	250	367	1,950	2,200	89%
01-0020-4002	OT Wages	-	100	-	200	1,200	1,200	0%
01-0020-4100	FT Benefits	2,703	2,668	5,785	5,336	26,233	32,018	82%
01-0020-4101	PT Benefits	49	16	14	32	179	193	93%

Building Financial Report - 2015-02

Account	Description	Curr Mnth Actual	Curr Mnth Budget	YTD Actual	YTD Budget	\$ Budget Remaining	Total 2015 Budget	% Budget Remaining
01-0020-4102	Manulife Benefits	1,755	1,755	3,510	3,511	17,555	21,065	83%
01-0020-4103	WSIB	436	447	979	894	4,387	5,366	82%
01-0020-4199	Computer Software & Hardware	-	83	-	167	1,000	1,000	100%
01-0020-4200	Office Supplies	115	565	152	1,130	6,629	6,781	98%
01-0020-4201	Hydro	199	185	403	369	1,812	2,215	82%
01-0020-4202	Heat	288	117	574	235	836	1,410	59%
01-0020-4203	Fuel	-	680	-	1,359	8,155	8,155	100%
01-0020-4204	Water Protection	6	4	12	8	36	48	75%
01-0020-4208	Signage	-	8	-	17	100	100	0%
01-0020-4215	Cleaning, Maint & supplies for Bldg	27	155	32	310	1,828	1,860	98%
01-0020-4216	Kitchen Supplies and Equipment	-	157	155	315	1,735	1,890	92%
01-0020-4220	Vehicle Maintenance	1,331	158	1,331	317	569	1,900	30%
01-0020-4222	Outdoor Maintenance of Building	-	25	-	50	300	300	100%
01-0020-4301	Postage	-	346	-	692	4,150	4,150	100%
01-0020-4302	Communication(phone, fax, intern)	253	342	507	683	3,593	4,100	88%
01-0020-4303	Professional Fees-Legal	-	1,742	5	3,483	20,895	20,900	100%
01-0020-4304	Professional Fees - Audit	2,290	500	2,290	1,000	3,710	6,000	62%
01-0020-4305	Professional Fees - Engineering	366	167	366	333	1,634	2,000	82%
01-0020-4308	Mileage	118	8	118	17	18	100	-18%
01-0020-4309	Professional Development	534	661	603	1,323	7,332	7,935	92%
01-0020-4311	Membership and Subscription Fees	819	255	1,198	510	1,862	3,060	61%
01-0020-4312	Employee Travel - Meals	178	42	178	83	322	500	64%
01-0020-4313	Employee Travel - Accomodations	486	242	486	483	2,414	2,900	83%
01-0020-4315	Insurance	14	1,337	14	2,674	16,031	16,045	100%
01-0020-4316	Advertising	-	63	-	125	750	750	100%
01-0020-4318	Vehicle Plates	-	24	-	47	283	283	100%
01-0020-4320	Contract Services	1,771	1,843	3,694	3,687	18,426	22,120	83%
01-0020-4321	Clothing, Safety Allowance	-	58	-	117	700	700	100%
01-0020-4322	Emergency Management	-	68	70	136	745	815	91%
01-0020-4500	Service Charges	39	55	84	109	571	655	87%
	Totals	27,698	30,304	51,677	60,608	311,971	363,648	86%

Source Water Protection Financial Report - 2015-02

REVENUES

Account	Description	Curr Mnth Actual	Curr Mnth Budget	YTD Actual	YTD Budget	\$ Budget Remaining	Total 2015 Budget	% Budget Remaining
01-0015-5270	Source Protection Municipal Implementation Fund	-	1,250	15,000	2,500	-	15,000	0%
	Totals	-	1,250	15,000	2,500	-	15,000	0%

CONTRIBUTION FROM WORKING RESERVES

Account	Description	Curr Mnth Actual	Curr Mnth Budget	YTD Actual	YTD Budget	\$ Budget Remaining	Total 2015 Budget	% Budget Remaining
01-0013-3100	Contribution from Operating Carryforward Working Reserve	-	2,018		4,036	24,215	24,215	0%
	Totals	-	2,018	-	4,036	24,215	24,215	100%

EXPENDITURES

Account	Description	Curr Mnth Actual	Curr Mnth Budget	YTD Actual	YTD Budget	\$ Budget Remaining	Total 2015 Budget	% Budget Remaining
01-0160-4000	FT Wages/Benefits Source Water Protection	-	1,017	-	2,034	12,202	12,202	0%
01-0160-4207	Public Education Costs	-	773	-	1,545	9,272	9,272	100%
01-0160-4305	Professional Fees	-	1,478	-	2,957	17,740	17,740	100%
	Totals	-	3,268	-	6,536	39,215	39,215	100%

Planning Financial Report - 2015-02

REVENUES

Account	Description	Curr Mnth Actual	Curr Mnth Budget	YTD Actual	YTD Budget	\$ Budget Remaining	Total 2015 Budget	% Budget Remaining
01-0015-1190	Engineering, Environmental, and Legal Fees Recovered	3,066	3,083	3,066	6,167	33,934	37,000	92%
01-0015-1191	Advertising Fees Recovered	-	250	-	500	3,000	3,000	100%
01-0015-3240	Zoning Compliance Letter	75	167	150	333	1,850	2,000	93%
01-0015-1200	Minor Variance Application	-	458	-	917	5,500	5,500	100%
01-0015-1205	Agreements	-	-	-	-	-	-	100%
01-0015-1210	Part Lot Control Exemption By-law	-	-	-	-	-	-	0%
01-0015-1220	Site Plan Control	-	500	-	1,000	6,000	6,000	100%
01-0015-1230	Zoning By-law Amendment	-	833	-	1,667	10,000	10,000	100%
01-0017-7760	Zoning By-law #19/85	-	-	-	-	-	-	0%
01-0015-1240	Zoning By-law Amendment - Aggregate Applications	-	-	-	-	-	-	0%
01-0015-4100	BR+E Municipal Implementation Fund	-	1,042	-	2,083	12,500	12,500	0%
	Totals	3,141	6,333	3,216	12,667	72,784	76,000	96%

EXPENDITURES

Account	Description	Curr Mnth Actual	Curr Mnth Budget	YTD Actual	YTD Budget	\$ Budget Remaining	Total 2015 Budget	% Budget Remaining
01-0130-4000	FT Wages	3,666	4,050	7,698	8,101	40,907	48,605	84%
01-0130-4002	OT Wages	-	50	-	100	600	600	0%
01-0130-4100	FT Benefits	691	708	1,463	1,416	7,035	8,498	83%
01-0130-4102	Manulife Benefits	480	480	960	961	4,803	5,763	83%
01-00130-4103	WSIB	106	118	239	236	1,178	1,417	83%
01-0130-4200	Office Supplies	-	21	-	42	250	250	100%
01-0130-4208	Signage	-	21	-	42	250	250	100%
01-0130-4215	Cleaning, Maintenance & Supplies for Building	-	-	-	-	-	-	0%
01-0130-4302	Communication (phone, fax, Internet)	-	2	-	4	25	25	0%
01-0130-4303	Professional Fees - Legal	-	417	-	833	5,000	5,000	100%
01-0130-4305	Professional Fees - Engineering & Environmental	1,578	3,750	1,578	7,500	43,422	45,000	96%
01-0130-4308	Mileage	109	21	109	42	141	250	56%

Planning Financial Report - 2015-02

Account	Description	Curr Mnth Actual	Curr Mnth Budget	YTD Actual	YTD Budget	\$ Budget Remaining	Total 2015 Budget	% Budget Remaining
01-0130-4309	Professional Development	-	250	2,912	500	88	3,000	3%
01-0130-4311	Membership and Subscription Fees	-	38	-	75	450	450	100%
01-0130-4312	Employee Travel - Meals	-	8	-	17	100	100	100%
01-0130-4313	Employee Travel - Accomodations	-	29	-	58	350	350	100%
01-0130-4316	Advertising	802	333	802	667	3,198	4,000	80%
01-0130-4317	Professional Fees - Water Monitoring	-	184	-	368	2,205	2,205	100%
01-0130-4320	Contract Services	570	292	570	583	2,930	3,500	84%
	Totals	8,002	10,772	16,331	21,544	112,933	129,264	87%

By-law Financial Report - 2015-02

REVENUES

Account	Description	Curr Mnth Actual	Curr Mnth Budget	YTD Actual	YTD Budget	\$ Budget Remaining	Total 2015 Budget	% Budget Remaining
01-0015-1000	Lottery Licences	143	17	203	33	3	200	-2%
01-0017-7220	Dog Tags and Kennel Licences	4,325	1,000	6,375	2,000	5,625	12,000	47%
01-0015-1260	Fence Viewer's Application	-	-	-	-	-	-	0%
01-0017-7270	Septic Compliance Letter	-	83	75	167	925	1,000	93%
01-0017-7280	Special Occasion Permit Letters	-	13	-	25	150	150	100%
	Pool Enclosure Permit	-	233	-	467	2,800	2,800	100%
	Inspection Permit - LCBO	-	17	-	33	200	200	100%
01-0017-7230	Municipal addressing signs	60	67	80	133	720	800	90%
01-0015-5240	Ontario Wildlife Damage Compensation	-	125	-	250	1,500	1,500	100%
01-0017-7410	Guelph Humane Society Fees	605	150	605	300	1,195	1,800	66%
01-0015-1250	Mobile Food Service	-	-	-	-	-	-	100%
01-0015-1270	Engineering, Environmental and Legal Fees Recovered	3,633	833	3,633	1,667	6,367	10,000	64%
01-0015-1280	Site Alteration Agreement Revenues	590	167	590	333	1,410	2,000	71%
	Totals	9,356	2,704	11,561	5,408	20,889	32,450	64%

EXPENDITURES

Account	Description	Curr Mnth Actual	Curr Mnth Budget	YTD Actual	YTD Budget	\$ Budget Remaining	Total 2015 Budget	% Budget Remaining
01-0140-4000	FT Wages	2,025	2,238	4,404	4,476	22,453	26,857	84%
01-0140-4001	Per Diems	283	167	283	333	1,717	2,000	86%
01-0140-4002	OT Wages	-	-	-	-	-	-	0%
01-0140-4100	FT Benefits	363	399	796	798	3,993	4,789	83%
01-0140-4101	PT Benefits	35	-	-	-	-	-	0%
01-0140-4102	Manulife Benefits	300	300	600	599	2,995	3,595	83%
01-0140-4103	WSIB	59	64	132	129	641	773	83%
01-0140-4200	Office Supplies	-	21	-	42	250	250	100%
01-0140-4208	Signage	20	108	20	217	1,280	1,300	98%
01-0140-4303	Professional Fees - Legal	-	1,250	-	2,500	15,000	15,000	100%

By-law Financial Report - 2015-02

Account	Description	Curr Mnth Actual	Curr Mnth Budget	YTD Actual	YTD Budget	\$ Budget Remaining	Total 2015 Budget	% Budget Remaining
01-0140-4305	Professional Fees - Engineering & Environmental	712	1,479	712	2,958	17,038	17,750	96%
01-0140-4308	Mileage	45	38	45	75	405	450	90%
01-0140-4309	Professional Development	-	100	-	200	1,200	1,200	100%
01-0140-4311	Membership and Subscription Fees	-	52	180	103	440	620	71%
01-0140-4312	Employee Travel - Meals	-	4	-	8	50	50	100%
01-0140-4313	Employee Travel - Accomodations	-	21	-	42	250	250	100%
01-0140-4316	Advertising	-	83	-	167	1,000	1,000	100%
01-0140-4319	Permits	-	17	-	33	200	200	100%
01-0140-4320	Contract Services	684	403	684	807	4,156	4,840	86%
01-0140-4324	Livestock Loss	-	167	-	333	2,000	2,000	100%
	Totals	4,526	6,910	7,856	13,821	75,069	82,925	91%

Public Works Financial Report - 2015-02

REVENUES

Account	Description	Curr Mnth Actual	Curr Mnth Budget	YTD Actual	YTD Budget	\$ Budget Remaining	Total 2015 Budget	% Budget Remaining
01-0015-1290	Oversize-Overweight Load Permits	\$ -	-	-	-	-	-	#DIV/0!
01-0015-3310	Entrance Permit	225	188	450	375	1,800	2,250	80%
01-0015-3740	Roads Other Recoveries	-	65	-	130	780	780	0%
01-0015-2000	Third Party Cost Recovery	-	-	-	-	-	-	0%
01-0015-2100	Third Party Cost Recovery Administration Fee	-	-	-	-	-	-	0%
	Totals	225	253	450	505	2,580	3,030	85%

CONTRIBUTION FROM WORKING RESERVES

Account	Description	Curr Mnth Actual	Curr Mnth Budget	YTD Actual	YTD Budget	\$ Budget Remaining	Total 2015 Budget	% Budget Remaining
01-0013-3170	Public Works Replacement and Restoration of Aging Infrastructure Working Reserve	-	7,083	-	14,167	85,000	85,000	
	Totals	-	7,083	-	14,167	85,000	85,000	100%

EXPENDITURES

Account	Description	Curr Mnth Actual	Curr Mnth Budget	YTD Actual	YTD Budget	\$ Budget Remaining	Total 2015 Budget	% Budget Remaining
01-0030-4000	FT Wages	26,131	31,041	54,875	62,082	317,617	372,492	85%
01-0030-4001	PT/Seasonal Wages	8,453	1,503	17,164	3,007	877	18,041	5%
01-0030-4002	OT Wages	8,777	2,725	17,993	5,450	14,707	32,700	45%
01-0030-4100	FT Benefits	5,641	5,276	12,148	10,552	51,164	63,312	81%
01-0030-4101	PT/Seasonal Benefits	1,389	132	1,624	264	40	1,584	-3%
01-0030-4102	Manulife Benefits	3,800	3,800	7,600	7,599	37,995	45,595	83%
01-0030-4103	WSIB	1,263	909	2,782	1,817	8,121	10,903	74%
01-0030-4200	Office Supplies	-	42	35	83	465	500	93%
01-0030-4201	Hydro	296	467	576	933	5,024	5,600	90%
01-0030-4202	Heat	1,101	470	1,101	940	4,539	5,640	80%
01-0030-4203	Fuel	10,695	7,025	26,213	14,049	58,082	84,295	69%
01-0030-4205	Equipment Maintenance & Supplies	-	171	-	342	2,050	2,050	100%
01-0030-4208	Signage	-	833	114	1,667	9,886	10,000	99%

Public Works Financial Report - 2015-02

Account	Description	Curr Mnth Actual	Curr Mnth Budget	YTD Actual	YTD Budget	\$ Budget Remaining	Total 2015 Budget	% Budget Remaining
01-0030-4209	Pavement Markings	-	2,467	-	4,933	29,600	29,600	100%
01-0030-4210	Railway Maintenance	-	6,667	-	13,333	80,000	80,000	100%
01-0030-4212	Maintenance Gravel	-	6,667	-	13,333	80,000	80,000	100%
01-0030-4213	Calcium	-	3,675	-	7,350	44,100	44,100	100%
01-0030-4214	Winter Maintenance	61,448	15,250	65,914	30,500	117,086	183,000	64%
01-0030-4217	Waste Removal	-	125	-	250	1,500	1,500	100%
01-0030-4218	Shop Overhead	1,283	1,083	1,478	2,167	11,522	13,000	89%
01-0030-4219	Road Maintenance supplies	382	3,117	916	6,233	36,484	37,400	98%
01-0030-4220	Vehicle Maintenance	1,602	3,833	3,796	7,667	42,204	46,000	92%
01-0030-4221	Speed Monitor	-	42	-	83	500	500	100%
01-0030-4224	Sidewalk Repairs	-	417	-	833	5,000	5,000	100%
01-0030-4302	Communication(phone, fax, intern)	182	213	365	426	2,192	2,557	86%
01-0030-4305	Professional Fees - Engineering	-	167	-	333	2,000	2,000	100%
01-0030-4308	Mileage	-	8	-	17	100	100	100%
01-0030-4309	Professional Development	-	118	-	237	1,420	1,420	100%
01-0030-4311	Membership and Subscription Fees	-	67	787	133	13	800	2%
01-0030-4312	Employee Travel - Meals	-	8	-	17	100	100	100%
01-0030-4315	Insurance	-	7,417	-	14,834	89,006	89,006	100%
01-0030-4316	Advertising	-	63	-	125	750	750	100%
01-0030-4318	Vehicle Plates	-	564	-	1,129	6,772	6,772	100%
01-0030-4319	Permits	-	83	-	167	1,000	1,000	100%
01-0030-4320	Contract Services	1,985	3,267	1,985	6,533	37,215	39,200	95%
01-0030-4321	Clothing, Safety Allowance	-	63	-	125	750	750	100%
01-0030-4326	Bridge Inspections	-	833	-	1,667	10,000	10,000	0%
01-0030-4400	Street Lights: Repairs and Hydro Bills	4,837	3,863	8,139	7,725	38,211	46,350	82%
	Totals	139,265	114,468	225,605	228,936	1,148,012	1,373,617	84%

Parks Financial Report - 2015-02

REVENUES

Account	Description	Curr Mnth Actual	Curr Mnth Budget	YTD Actual	YTD Budget	\$ Budget Remaining	Total 2015 Budget	% Budget Remaining
01-0015-2200	Horse Paddock Rental	-	-	-	-	-	-	0%
01-0015-2300	Picnic Shelter	-	8	-	17	100	100	0%
01-0015-2400	Aberfoyle/Morriston Ball Park/ Morriston Meadows	-	83	-	167	1,000	1,000	100%
01-0015-2500	Sports Facility User Fees	-	980	-	1,961	11,765	11,765	100%
	Totals	-	1,072	-	2,144	12,865	12,865	100%

EXPENDITURES

Account	Description	Curr Mnth Actual	Curr Mnth Budget	YTD Actual	YTD Budget	\$ Budget Remaining	Total 2015 Budget	% Budget Remaining
01-0110-4000	FT Wages - Parks	-	2,083	-	4,165	24,992	24,992	0%
01-0110-4001	PT Wages - Parks	-	510	-	1,020	6,120	6,120	100%
01-0110-4002	OT Wages - Parks	-	-	-	-	-	-	0%
01-0110-4100	FT Benefits - Parks	-	198	-	396	2,379	2,379	100%
01-0110-4101	PT Benefits - Parks	189	45	-	90	537	537	100%
01-0110-4103	WSIB	-	75	-	149	896	896	100%
01-0110-4203	Fuel	-	183	-	367	2,200	2,200	100%
01-0110-4204	Water Protection	-	167	-	333	2,000	2,000	0%
01-0110-4205	Equipment Maintenance and Supplies	-	375	-	750	4,500	4,500	100%
01-0110-4220	Vehicle Maintenance	-	42	-	83	500	500	100%
01-0110-4222	Outdoor Maintenance	-	833	-	1,667	10,000	10,000	100%
01-0110-4223	Equipment Lease	-	-	-	-	-	-	0%
01-0110-4308	Mileage	-	42	-	83	500	500	100%
01-0110-4316	Advertising	-	13	-	25	150	150	100%
01-0110-4320	Contract Services	-	1,725	-	3,450	20,700	20,700	100%
	Totals	189	6,290	-	12,579	75,474	75,474	100%

ORC Financial Report - 2015-02

REVENUES

Account	Description	Curr Mnth Actual	Curr Mnth Budget	YTD Actual	YTD Budget	\$ Budget Remaining	Total 2015 Budget	% Budget Remaining
01-0015-2600	Ice Rental - Prime	5,983	3,167	27,144	6,333	10,856	38,000	29%
01-0015-2700	Ice Rental - Non-Prime	390	167	975	333	1,025	2,000	51%
01-0015-2800	Arena Summer Rentals	-	1,833	-	3,667	22,000	22,000	100%
01-0015-2900	Gymnasium Rental	1,339	1,000	4,043	2,000	7,957	12,000	66%
01-0015-3000	Rink Board and Ball Diamond Advertising	-	29	-	58	350	350	0%
01-0015-3100	ORC Drink Machine	126	108	206	217	1,094	1,300	84%
01-0015-3735	Other Recoveries	-	42	-	83	500	500	0%
	Totals	7,838	6,346	32,368	12,692	43,782	76,150	57%

EXPENDITURES

Account	Description	Curr Mnth Actual	Curr Mnth Budget	YTD Actual	YTD Budget	\$ Budget Remaining	Total 2015 Budget	% Budget Remaining
01-0080-4000	FT Wages - ORC	4,242	4,687	8,908	9,374	47,336	56,244	84%
01-0080-4001	PT Wages - ORC	2,306	2,126	4,786	4,251	20,721	25,507	81%
01-0080-4002	OT Wages - ORC	-	100	-	200	1,200	1,200	100%
01-0080-4100	FT Benefits - ORC	768	830	1,670	1,659	8,286	9,956	83%
01-0080-4101	PT Benefits - ORC	573	187	270	373	1,969	2,239	88%
01-0080-4102	Manulife Benefits	612	612	1,224	1,224	6,122	7,346	83%
01-0080-4103	WSIB	190	199	422	398	1,967	2,389	82%
01-0080-4200	Office Supplies	29	25	34	50	266	300	89%
01-0080-4201	Hydro	-	1,827	-	3,655	21,930	21,930	100%
01-0080-4202	Heat	1,139	475	2,173	951	3,532	5,705	62%
01-0080-4203	Fuel	751	255	1,088	510	1,972	3,060	64%
01-0080-4204	Water Protection	15	67	30	133	770	800	96%
01-0080-4205	Equipment Maintenance & Supplies	342	1,083	600	2,167	12,400	13,000	95%
01-0080-4208	Signage	-	17	-	33	200	200	100%
01-0080-4215	Bldg-Cleaning, Maint,Supplies Interior	928	833	1,075	1,667	8,925	10,000	89%
01-0080-4216	Drink Machine Supplies	-	42	87	83	413	500	0%
01-0080-4217	Waste Removal	37	50	37	100	563	600	94%
01-0080-4222	Bldg-Cleaning, Maint,Supplies Exterior	448	833	448	1,667	9,552	10,000	96%

ORC Financial Report - 2015-02

Account	Description	Curr Mnth Actual	Curr Mnth Budget	YTD Actual	YTD Budget	\$ Budget Remaining	Total 2015 Budget	% Budget Remaining
01-0080-4302	Communication(phone, fax, intern)	189	195	377	390	1,963	2,340	84%
01-0080-4305	Professional Fees - Engineering	-	583	-	1,167	7,000	7,000	100%
01-0080-4308	Mileage	-	42	-	83	500	500	100%
01-0080-4309	Professional Development	-	125	-	250	1,500	1,500	100%
01-0080-4311	Membership and Subscription Fees	137	13	137	25	13	150	9%
01-0080-4312	Employee Travel - Meals	-	13	-	25	150	150	100%
01-0080-4315	Insurance	-	1,287	-	2,574	15,445	15,445	100%
01-0080-4316	Advertising	-	42	-	83	500	500	100%
01-0080-4320	Contract Services	-	29	-	58	350	350	0%
01-0080-4321	Clothing Safety Allowance	-	13	-	25	150	150	0%
	Totals	12,706	16,588	23,366	33,177	175,694	199,060	88%

PCC Financial Report - 2015-02

REVENUES

Account	Description	Curr Mnth Actual	Curr Mnth Budget	YTD Actual	YTD Budget	\$ Budget Remaining	Total 2015 Budget	% Budget Remaining
01-0015-3110	Archie MacRobbie Hall - Prime	1,437	1,342	3,353	2,683	12,747	16,100	79%
01-0015-3115	Archie MacRobbie Hall - Non-Prime	615	642	1,625	1,283	6,075	7,700	79%
01-0015-3130	Alf Hales Room	250	358	1,797	717	2,503	4,300	58%
01-0015-3160	Licensed Events Using Patio	-	50	-	100	600	600	100%
01-0015-3170	Commercial Rentals	-	63	-	125	750	750	100%
01-0015-3180	Bartenders	1,035	733	1,610	1,467	7,190	8,800	82%
01-0015-3190	Pop, Glasses, & Ice	91	233	91	467	2,709	2,800	97%
01-0015-3200	Kitchen Facilities	210	283	420	567	2,980	3,400	88%
01-0015-3220	Advertising Sign	-	17	-	33	200	200	100%
01-0015-3736	Other Recoveries	-	100	-	200	1,200	1,200	0%
01-0015-5250	Recreation Conditional Grants	-	431	-	861	5,167	5,167	100%
	Totals	3,638	4,251	8,896	8,503	42,121	51,017	83%

EXPENDITURES

Account	Description	Curr Mnth Actual	Curr Mnth Budget	YTD Actual	YTD Budget	\$ Budget Remaining	Total 2015 Budget	% Budget Remaining
01-0070-4000	FT Wages - Recreation	3,298	4,101	6,926	8,202	42,287	49,213	86%
01-0070-4001	PT Wages - Recreation	2,838	2,917	4,140	5,833	30,860	35,000	88%
01-0070-4002	OT Wages - Recreation	-	34	103	68	307	410	75%
01-0070-4100	FT Benefits - Recreation	292	395	623	790	4,119	4,742	87%
01-0070-4101	PT Benefits - Recreation	952	256	112	512	2,961	3,073	96%
01-0070-4102	Manulife Benefits - Recreation	897	897	1,794	1,793	8,967	10,761	83%
01-0070-4103	WSIB	178	203	390	406	2,047	2,437	84%
01-0070-4180	Structural Audit	-	-	-	-	-	-	#DIV/0!
01-0070-4200	Office Supplies	-	25	-	50	300	300	100%
01-0070-4201	Hydro	1,935	1,843	3,883	3,687	18,237	22,120	82%
01-0070-4202	Heat	676	273	1,243	545	2,027	3,270	62%
01-0070-4203	Fuel	-	42	-	83	500	500	100%
01-0070-4204	Water Protection	150	425	320	850	4,780	5,100	94%

PCC Financial Report - 2015-02

Account	Description	Curr Mnth Actual	Curr Mnth Budget	YTD Actual	YTD Budget	\$ Budget Remaining	Total 2015 Budget	% Budget Remaining
01-0070-4215	Bldg-Cleaning, Maint,Supplies Interior	182	1,667	221	3,333	19,779	20,000	99%
01-0070-4216	Kitchen Supplies and Equipment	704	417	1,167	833	3,833	5,000	77%
01-0070-4217	Waste Removal	148	200	148	400	2,252	2,400	94%
01-0070-4222	Outdoor Maintenance of Building	-	267	-	533	3,200	3,200	100%
01-0070-4302	Communication(phone, fax, intern)	346	250	595	500	2,405	3,000	80%
01-0070-4308	Mileage	82	21	82	42	168	250	67%
01-0070-4309	Professional Development	-	63	-	125	750	750	100%
01-0070-4311	Membership and Subscription Fees	-	19	-	38	225	225	100%
01-0070-4312	Employee Travel - Meals	-	13	-	25	150	150	100%
01-0070-4313	Employee Travel - Accomodations	-	38	-	75	450	450	100%
01-0070-4315	Insurance	-	1,439	-	2,878	17,267	17,267	100%
01-0070-4316	Advertising	-	292	-	583	3,500	3,500	100%
01-0070-4320	Contract Services	-	421	-	842	5,050	5,050	100%
	Totals	12,678	16,514	21,747	33,028	176,422	198,169	89%

Fire and Rescue Financial Report - 2015-02

REVENUES

Account	Description	Curr Mnth Actual	Curr Mnth Budget	YTD Actual	YTD Budget	\$ Budget Remaining	Total 2015 Budget	% Budget Remaining
01-0015-3241	Tent or Marquee Permit	-	58	-	117	700	700	100%
01-0015-3230	Open Burning Permit and Inspection	1,260	625	2,820	1,250	4,680	7,500	62%
01-0015-3235	Burning Permit Violations	-	171	-	342	2,050	2,050	100%
01-0015-3245	Fire Extinguisher Training	-	8	-	15	90	90	100%
01-0015-3260	Fireworks Permits	-	33	-	67	400	400	100%
01-0015-3210	Information/Fire Reports	-	38	75	75	375	450	83%
01-0015-3215	Other Recoveries	-	208	-	417	2,500	2,500	0%
01-0015-3270	Occupancy Load	-	17	-	33	200	200	100%
01-0015-3280	Fire Safety Plan Review	480	30	480	60	120	360	-33%
01-0015-3290	Post Fire Watch	-	34	-	68	410	410	100%
01-0015-3300	Boarding up or Barricading	-	-	-	-	-	-	0%
01-0015-3320	Key Boxes	-	8	-	17	100	100	100%
01-0015-3330	Inspections	-	17	-	33	200	200	100%
01-0015-3340	Motor Vehicle Emergency Responses	1,435	4,783	11,890	9,567	45,510	57,400	79%
01-0015-3350	Fire Alarm False Alarm Calls	-	34	-	68	410	410	100%
	Totals	3,175	6,064	15,265	12,128	57,505	72,770	79%

EXPENDITURES

Account	Description	Curr Mnth Actual	Curr Mnth Budget	YTD Actual	YTD Budget	\$ Budget Remaining	Total 2015 Budget	% Budget Remaining
01-0040-4001	PT Wages - Fire Dept	27,036	29,070	50,144	58,140	298,696	348,840	86%
01-0040-4101	PT Benefits - Fire Dept	7,209	2,552	1,466	5,105	29,162	30,628	95%
01-0040-4102	Group Benefits	7,187	1,225	8,654	2,450	6,046	14,700	41%
01-0040-4103	WSIB	838	859	1,676	1,718	8,630	10,306	84%
01-0040-4200	Office Supplies	-	392	195	783	4,505	4,700	96%
01-0040-4201	Hydro	526	404	1,042	808	3,803	4,845	78%
01-0040-4202	Heat	288	80	574	159	381	955	40%
01-0040-4203	Fuel	-	922	-	1,844	11,065	11,065	100%
01-0040-4204	Water Protection	20	13	40	27	120	160	75%
01-0040-4205	Equipment Maintenance & Supplies	231	1,508	1,338	3,017	16,762	18,100	93%
01-0040-4206	Oxygen & Medical Supplies	-	258	185	517	2,915	3,100	94%

Fire and Rescue Financial Report - 2015-02

Account	Description	Curr Mnth Actual	Curr Mnth Budget	YTD Actual	YTD Budget	\$ Budget Remaining	Total 2015 Budget	% Budget Remaining
01-0040-4207	Public Education	-	317	-	633	3,800	3,800	100%
01-0040-4215	Cleaning, Maint & supplies for Bldg	243	842	276	1,683	9,824	10,100	97%
01-0040-4216	Kitchen Supplies and Equipment	-	100	-	200	1,200	1,200	100%
01-0040-4217	Waste Removal	-	33	-	67	400	400	100%
01-0040-4220	Vehicle Maintenance	6,410	2,083	6,743	4,167	18,257	25,000	73%
01-0040-4302	Communication(phone, fax, intern)	2,407	1,058	2,793	2,117	9,907	12,700	78%
01-0040-4308	Mileage	132	625	307	1,250	7,193	7,500	96%
01-0040-4309	Professional Development	1,520	1,583	1,685	3,167	17,315	19,000	91%
01-0040-4311	Membership and Subscription Fees	95	230	721	459	2,035	2,756	74%
01-0040-4312	Employee Travel - Meals	-	58	-	117	700	700	100%
01-0040-4313	Employee Travel - Accomodations	-	200	-	400	2,400	2,400	100%
01-0040-4315	Insurance	-	1,084	-	2,168	13,010	13,010	100%
01-0040-4316	Advertising	-	104	-	208	1,250	1,250	100%
01-0040-4319	Permits	471	44	471	88	54	525	10%
01-0040-4320	Contract Services	2,648	2,133	3,411	4,267	22,189	25,600	87%
01-0040-4321	Clothing, Safety Allowance	327	2,562	802	5,123	29,938	30,740	97%
	Totals	57,588	50,340	82,523	100,680	521,558	604,081	86%

Library Financial Report - 2015-02

REVENUES

Account	Description	Curr Mnth Actual	Curr Mnth Budget	YTD Actual	YTD Budget	\$ Budget Remaining	Total 2015 Budget	% Budget Remaining
01-0010-4224	Library Costs Recovered from County	-	172	-	343	2,060	2,060	100%
	Totals	-	172	-	343	2,060	2,060	100%

EXPENDITURES

Account	Description	Curr Mnth Actual	Curr Mnth Budget	YTD Actual	YTD Budget	\$ Budget Remaining	Total 2015 Budget	% Budget Remaining
01-0010-4221	Library Rent for Historical society	171	376	171	752	4,339	4,510	96%
01-0010-4223	Library Water Monitoring	129	146	258	292	1,492	1,750	85%
	Totals	300	522	429	1,043	5,831	6,260	93%

Badenoch Financial Report - 2015-02

REVENUES

Account	Description	Curr Mnth Actual	Curr Mnth Budget	YTD Actual	YTD Budget	\$ Budget Remaining	Total 2015 Budget	% Budget Remaining
01-0015-3741	Badenoch Rental Revenue	-	1	10	2	-	10	0%
	Totals	-	1	10	2	-	10	0%

EXPENDITURES

Account	Description	Curr Mnth Actual	Curr Mnth Budget	YTD Actual	YTD Budget	\$ Budget Remaining	Total 2015 Budget	% Budget Remaining
01-0150-4200	Interior Maintenance Costs	-	438	-	875	5,250	5,250	100%
01-0150-4204	Water Protection	-	5	-	11	65	65	100%
01-0150-4320	Contract Services	-	13	-	25	150	150	100%
01-0150-4325	Badenoch Comm Ctr Grant	-	83	-	167	1,000	1,000	100%
	Totals	-	539	-	1,078	6,465	6,465	100%

Committees Financial Report - 2015-02

EXPENDITURES

Recreation Committee

Account	Description	Curr Mnth Actual	Curr Mnth Budget	YTD Actual	YTD Budget	\$ Budget Remaining	Total 2015 Budget	% Budget Remaining
01-0075-4001	Per Diems	-	348	-	697	4,180	4,180	100%
01-0075-4309	Professional Development	-	83	-	167	1,000	1,000	100%
	Totals	-	432	-	863	5,180	5,180	100%

Heritage Committee

01-0050-4001	Per Diems	-	149	-	298	1,790	1,790	100%
01-0050-4200	Office Supplies & Equipment	-	21	-	42	250	250	100%
01-0050-4308	Mileage	-	4	-	8	50	50	100%
01-0050-4309	Professional Development	-	83	-	167	1,000	1,000	100%
	Totals	-	258	-	515	3,090	3,090	100%

Planning and Development Advisory Committee

01-0060-4001	Per Diems	-	348	-	697	4,180	4,180	100%
01-0060-4308	Mileage	-	13	-	25	150	150	100%
01-0060-4309	Professional Development	-	208	-	417	2,500	2,500	100%
	Totals	-	569	-	1,138	6,830	6,830	100%

Revenues Financial Report - 2015-02

8.2(b)(iv).

Total Revenues

Department	Curr Mnth Actual Operating Revenues	Curr Mnth Budget Operating Revenues	YTD Actual Operating Revenues	YTD Budget Operating Revenues	\$ Budget Remaining	Total 2015 Budget	% Budget Remaining
Corporate	16,308	84,757	145,199	169,514	871,887	1,017,086	86%
Administration	30	259	60	518	3,050	3,110	98%
Elections	-	-	-	-	-	-	0%
Finance	2,113	2,017	4,281	4,033	19,919	24,200	82%
Building	15,307	23,283	38,103	46,567	241,297	279,400	86%
Source Water Protection	-	1,250	15,000	2,500	-	15,000	0%
Planning & Development	3,141	6,333	3,216	12,667	72,784	76,000	96%
By-law	9,356	2,704	11,561	5,408	20,889	32,450	64%
Public Works	225	253	450	505	2,580	3,030	85%
Parks	-	1,072	-	2,144	12,865	12,865	100%
Optimist Recreation Centre	7,838	6,346	32,368	12,692	43,782	76,150	57%
Puslinch Community Centre	3,638	4,251	8,896	8,503	42,121	51,017	83%
Fire and Rescue	3,175	6,064	15,265	12,128	57,505	72,770	79%
Library	-	172	-	343	2,060	2,060	100%
Badenoch	-	1	10	2	-	10	0%
Committee	-	-	-	-	-	-	0%
Totals	61,131	138,762	274,409	277,525	1,390,739	1,665,148	84%

Total Contributions from Working Reserves

Department	Curr Mnth Actual Operating Revenues	Curr Mnth Budget Operating Revenues	YTD Actual Operating Revenues	YTD Budget Operating Revenues	\$ Budget Remaining	Total 2015 Budget	% Budget Remaining
Administration	204	13,639	204	27,277	163,458	163,662	0%
Building Surplus Reserve Fund	-	7,021	-	14,041	84,248	84,248	100%
Source Water Protection	-	2,018	-	4,036	24,215	24,215	100%
Public Works	-	7,083	-	14,167	85,000	85,000	100%
Totals	204	29,760	204	59,521	356,921	357,125	100%

Expenses Financial Report - 2015-02

Department	Curr Mnth Actual Operating Expenditures	Curr Mnth Budget Operating Expenditures	YTD Actual Operating Expenditures	YTD Budget Operating Expenditures	\$ Budget Remaining	Total 2015 Budget	% Budget Remaining
Corporate	-	30,688	3,756	61,375	364,494	368,250	99%
Administration	39,520	39,203	70,868	78,407	399,573	470,441	85%
Council	13,081	10,359	22,199	20,718	102,106	124,305	82%
Elections	14,000	1,292	14,000	2,583	1,500	15,500	10%
Finance	34,029	48,967	66,640	97,933	520,961	587,601	89%
Building	27,698	30,304	51,677	60,608	311,971	363,648	86%
Source Water Protection	-	3,268	-	6,536	39,215	39,215	100%
Planning & Development	8,002	10,772	16,331	21,544	112,933	129,264	87%
By-law	4,526	6,910	7,856	13,821	75,069	82,925	91%
Public Works	139,265	114,468	225,605	228,936	1,148,012	1,373,617	84%
Parks	189	6,290	-	12,579	75,474	75,474	100%
Optimist Recreation Centre	12,706	16,588	23,366	33,177	175,694	199,060	88%
Puslinch Community Centre	12,678	16,514	21,747	33,028	176,422	198,169	89%
Fire and Rescue	57,588	50,340	82,523	100,680	521,558	604,081	86%
Library	300	522	429	1,043	5,831	6,260	93%
Badenoch	-	539	-	1,078	6,465	6,465	100%
Committee	-	1,258	-	2,517	15,100	15,100	100%
Totals	363,582	388,281	606,997	776,562	4,052,378	4,659,375	87%



REPORT PD-2015-007

TO: Mayor and Members of Council

FROM: Robert Kelly, Chief Building Official

MEETING
DATE: April 15, 2015

SUBJECT: Site Alteration Agreement
Marc & Andrea Reid – 7827 Wellington Road 36
L04/REI

RECOMMENDATIONS

That Report PD-2015-003 regarding Site Alteration Agreement – Marc & Andrea Reid 7827 Wellington Rd 36 be received; and

That Report PD-2015-05 regarding Public Meeting - Site Alteration Application – Marc & Andrea Reid – 7827 Wellington Road 36 be received; and

That Report PD-2015-007 regarding Site Alteration Agreement – Marc & Andrea Reid – 7827 Wellington Road 36 be received; and

That Council enact a By-law to authorize the entering into of an Agreement as outlined in Report PD-2015-007 with Marc & Andrea Reid – 7827 Wellington Road 36 upon submission of required securities and the ground water monitoring well locations, size, depth and baseline testing results; for review and approval by the Chief Building Official in consultation with the Township consultants.

DISCUSSION

Purpose

The subject property 7827 Wellington Rd 36 is an agricultural property that is an active farm. The owners of the property wish to import fill to allow for more efficient farming of the existing uneven land on the western portion of the property. The property has a horse operation and the owners must find farming efficiencies to increase the productivity of these fields. The site is located on the south side of Wellington Rd 36

and west side of Concession Rd 11; with a legal description of Part Lot 31 Concession 10. It has a lot area of approximately 39.2 Hectares.

The applicants are requesting Council to enter into a Site Alteration Agreement attached as Schedule "D" to authorize the Chief Building Official to proceed with issuing a Site Alteration Permit.

Background

The applicants sought to obtain a Site Alteration Permit for the levelling of a farm field in order to improve the efficiency of farming the land. In order to make this necessity fiscally possible the applicant is seeking to import approximately 69,500 m³ of soils.

The amount of proposed imported fill requires in addition to a Site Alteration Permit, that the applicant enter into a Site Alteration Agreement with the Township, where securities are provided to the Township and the Agreement is registered on title of the subject property.

In accordance with the provisions of By-law 31/12, all requirements have been met and reviews completed by the Township's consultants and outside agencies including GM BluePlan, Harden Environmental, GWS, Halton Conservation and County of Wellington Roads and Planning Departments.

During consideration of Report PD-2015-03 Council requested that a Public Information meeting be held based on input from the community raised at the February 4, 2015 Council meeting. A Public Information meeting was held on Wednesday March 11, 2015 at 7:00 pm at the Puslinch Community Centre.

Public Meeting

The Public Information meeting minutes are listed under section 3 item (b) of the April 15, 2015 Council Agenda.

In response to questions and concerns raised the following information outlined below is provided.

Fill Permits Issued By Other Authorities

The applicant's fill broker agreed to provide information on previous fill permits issued to him. The following information was provided to the Township:

- 2250 Hi-way 6 South, Flamborough. Permit from Halton Conservation Authority.
- Pan-am Games site, Tremaine Rd, Milton. Owner is Gov't of Ontario. Permits issued by the Town of Milton
- 5154 3rd Line, Erin. Permits issued by both Grand River Conservation Authority and the Town of Erin.

County Roads

The Wellington County Roads Department has confirmed that Wellington Road 36 has been posted as a Half Load road at Highway 6 and Concession 6 and all the Township roads that lead onto WR 36 are posted half load as well.

The requirement for truck entrance signs has been determined to be required by Wellington County Roads Department and will be installed once the frost has thawed and before the half load signs are taken down.

Source Site Audit Process

The Township Site Alteration by-law requires an applicant to retain a qualified engineer or environmental consultant to be responsible for ensuring that the site alteration is in accordance with reasonable engineering and environmental practices and in accordance with the requirements of the Township of Puslinch Site Alteration By-Law, including the requirement that fill material must comply with Table 1 of the "Soil, Groundwater and Sediment Standards". It is up to this qualified person to determine the number of samples required to be satisfied that the work is proceeding in accordance with the requirements set forth. The Site Alteration By-law does not specify minimum sampling requirements.

The Source site audit process is outlined in the submitted control plan for the proposed alteration. A source site is required to have at least one environmental report completed or analysis data and a signed letter from a qualified person who is third party to the source site. The property owner's qualified person will attend the source site and take samples for analysis on sites when the source documents do not adequately characterize the soil. After review of analysis and documents the qualified person will determine if the site should be deemed acceptable for use as a source site.

Tracking of imported soils from a source site will be conducted through a ticket process and every truck coming to site will have to have the appropriate pre purchased ticket for the site. Information on the ticket about the source site and a copy of the soil analysis from the source site is required to accompany the fill to complete the chain of custody from source site to placement. The location of the fill placement will be conducted based on a grid system after each load is inspected.

Site Alteration Agreement

Further, to Report PD-2015-03 a few modifications have been made to the Site Alteration Agreement to provide clarification.

Section 6.0 of Schedule “D” has been amended to clarify that the permit holder’s security will be retained until two years after the fill operation is completed while the ground water monitoring program remains in effect.

Sections 4.3 has been added to clarify that the Municipal Service Fee is for recovering expenses incurred in accordance with section 5.5 of the Agreement.

HRCA PERMIT

Any changes proposed to the portion of the site governed by the Halton Region Conservation Authority permit that deviates from the approved permit will require a permit revision or a new permit. A new grading plan would have to be submitted to HRCA to accompany an application to revise an existing permit or obtain a new permit.

Additional Information

For Council’s information a copy of the Hydrogeology Report is attached as Schedule ‘A’ and the previous reports to Council are attached as Schedules “B” & “C”.

Applicable Legislation and Requirements

Municipal Act, S. O. 2001, Section 142, as amended
Township of Puslinch Site Alteration By-Law 31/12

Attachments

Schedule “A” - Hydrogeology Report

Schedule “B” - Report PD-2015-03

Schedule “C” - Report PD-2015-05

Schedule “D” - Site Alteration Agreement



EMAIL TRANSMISSION

November 29, 2013

Mr. Marc Reid
7827 Wellington Road 26
Moffat, Ontario L0P 1J0

Subject: Hydrological Assessment
Part Lot 31, Concession 10, Township of Puslinch
7827 Wellington Road 36
Moffat, Ontario
Y/Ref.: Township of Puslinch File No. 113006-9
O/Ref.: 160-B-0007961-1-HD-L-0001-00

Mr. Reid:

In response to the letter from Gamsby and Mannerow Limited (October 25, 2013), LVM inc. (LVM) is pleased to provide this assessment of the hydrological conditions of the proposed fill areas at the above referenced property.

On November 21, 2013 I visited your property and spoke with you. During my site visit, I observed the current site conditions in the two open fields where filling is proposed, and along the treeline/wetland limit at the southwestern edge of your property. The attached Drawing 1 provides a Site Plan showing the property location in relation to the wetland features. I made the following observations:

Fill Area A

- ▶ Fill Area A (as identified on the attached Drawing 1, and shown on Photo 1 in the attached Figure 1) consists of a large open field covered with grasses. The ground surface topography slopes gently southwards towards the forest which contains wetland areas and Aberfoyle Creek.
- ▶ At the time of the site visit the ground was lightly frozen, however, it was evident the ground was almost saturated. Anecdotal information provided during my site visit confirmed that the ground is wet for most of the year.
- ▶ The wetland beyond the southern end of the field consists of mixed cedar and deciduous bush/forest, and Aberfoyle Creek flows generally westwards.

Fill Area B

- ▶ Fill Area B (as identified on the attached Drawing 1, and shown on Photo 2 in the attached Figure 1) consists of a large open field with a significant area of exposed bedrock. The majority of the field is covered with thin grasses, and a small area in the southwest corner of the field has been ploughed. The ground surface topography generally slopes southwards towards the wetland area and Aberfoyle Creek.
- ▶ Discrete piles of logs/wood and rocks were observed within the field.
- ▶ The ploughed area appeared very moist, and anecdotal information provided during my site visit confirmed that the ploughed area is wet for most of the year.
- ▶ The wetland area at the southern end of the field consists of deciduous bush, and the Creek flows generally westwards.

Site Grading

Based on my review of the proposed grading plan, it is understood that filling of Areas A and B will result in the maintenance of the general topographic slope southwards towards the wetland areas and the Creek.

Filling will match grades along the northern/north-western edges of the fields, and grade gently southwards.

Precipitation Runoff and Infiltration

Fill Area A is completely covered by topsoil and grasses. The wetness of the field indicates that vertical percolation of infiltration is limited. Based on the observation of relatively competent bedrock exposed in Fill Area B it is inferred that the bedrock underlying the thin soil cover is not heavily fractured/weathered; therefore, infiltrating precipitation likely becomes trapped within the thin overburden soils. The infiltrated water is inferred to flow southwards along the soil/bedrock interface towards the forested wetland area.

Fill Area B has a very thin soil cover, and a large area of exposed bedrock. As noted above, the relatively competent bedrock suggests poor infiltration, and it is inferred that precipitation which does infiltrate into the thin soil cover flows southwards along the soil/bedrock interface towards the bush and wetland area.

Although soil samples were not obtained and evaluated during the site visit, Quaternary Geology mapping for the Galt Area (Karrow, 1963) indicates surficial deposits of sandy Wentworth Till in the area. It is therefore recommended that the imported fill be of a relatively heterogeneous (till) composition (i.e. not clean sand/granular soil, and not fine clay/silt soil) to more closely match the hydrogeological characteristics of the native sandy till soils.

Subject : Hydrological Assessment – Part Lot 31, Concession 10, Township of Puslinch
7827 Wellington Road 36, Moffat, Ontario
Y/Ref: Township of Puslinch File No. 113006-9
160-B-0007961-1-HD-L-0001-00

November 29, 2013

Under post-filling conditions, the process of infiltration and flow along the soil/bedrock interface is expected to be maintained as the bedrock topography will not be altered, the ground surface topography will generally be maintained, and the soil infiltration rate would be maintained by using fill of a similar composition to the native soils. As a result, runoff and near-surface groundwater discharge rates to the wetland areas would be expected to be maintained.

Soil Stabilization and Ground Cover

To prevent erosion of the fields into the wetland areas, it is recommended that ground cover be planted as soon as possible after filling and grading is complete (subject to seasonal restrictions). It is expected that the fields will be used as horse pasture and/or hayfields; however, any non-agricultural vegetation planted should adhere to Conservation Halton Guidelines (i.e. using only native species).

Tilling of the fields will be restricted by the 30 m setback from the wetlands, providing an undisturbed and naturalized area to further inhibit erosion of soils into the wetland area. No cutback or removal of vegetation should occur within the 30 m setback area.

Use and Storage of Manure/Fertilizers/Pesticides

Due to the potential impacts of nutrient runoff into the wetland area, it is recommended that no manure be stored on the fields (Fill Areas A and B). For agricultural purposes it is recognized that periodic application of fertilizer and/or pesticides may be required; therefore, it is recommended that Best Management Practices be applied to minimize fertilizer/pesticide application as a precautionary measure.

I trust the above meets your present requirements. Should you have any questions or comments, please feel free to contact me at your convenience.

Yours very truly,



Chris Helmer, B.Sc., P.Geo.
Hydrogeologist

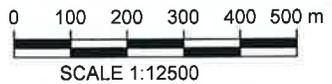
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Encl. Drawing 1 – Location Plan
Encl. Drawing 2 – Site Plan
Encl. Figures 1 – Photos 1 and 2

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NOTES :
1-REFERENCES : Google Map (2013).



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Project	Hydrological Assessment
	7827 Wellington Road 36, Moffat, Ontario
Title	LOCATION PLAN

LVM		LVM inc. 353, Bridge Street East Kitchener (Ontario) N2K 2Y5 Telephone : 519.741.1313 Fax : 519.741.5422	
Prepared A.Higgins	Discipline HYDROGEOLOGY	Project manager	
Drawn A.Higgins	Scale 1 : 12500	C.Helmer	
Checked C.Helmer	Date 2013-11-29	Sequence no. 01 of 02	
M. dept. 160	Project B-0007961-1	Disc. HD	Dwg no. 001
		Rcv. 00	

<p>LEGEND</p> <p>APPROXIMATE SITE BOUNDARY</p> <p>WETLANDS (NRVIS)</p>	
	<p>NOTES:</p> <p>1-REFERENCES: VAN HARTEN SURVEYING INC., Grading Plan, Project No. 21549-13, 2013-11-28.</p> <p>2-REFERENCES: GRAND RIVER CONSERVATION AUTHORITY, Natural Resources and Values Information System (NRVIS) Delineated Wetlands, Retrieved 2013-11-28.</p> <p>3-REFERENCES: GOOGLE EARTH, Aerial Photograph, Retrieved 2013-11-28.</p> <p>4-Drawing scale may be distorted due to file conversion and/or copying. Measurements taken from the drawing must be verified in the field.</p>
<p>Hydrological Assessment</p> <p>7637 Wellington Road 26, Markham, Ontario</p> <p>SITE PLAN</p>	
<p>LVM</p> <p>LVM Inc. 333 Rutherford Road, Suite 205 Markham, Ontario L3R 9V7 Telephone: 416-941-8443</p>	
<p>Prepared: A. Higgins</p> <p>Drawn: A. Higgins</p> <p>Checked: C. Helmer</p> <p>Project number: C-126268</p>	<p>Discipline: HYDROGEOLOGY</p> <p>Scale: 1:2000</p> <p>Date: 2018-11-25</p> <p>Segment no.: 02 of 02</p>
<p>Sheet no.: 160</p> <p>Project: E-0007961-j</p>	<p>Date: HD 002.00</p>





Photo 1: Fill area "A".



Photo 2: Fill area "B".

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November 28, 2013



FIGURE 1



REPORT PD-2015-003

TO: Mayor and Members of Council

FROM: Chief Building Official

DATE: February 4, 2015

SUBJECT: Site Alteration Agreement
Marc & Andrea Reid – 7827 Wellington Road 36
L04/REI

RECOMMENDATIONS

That Report PD-2015-03 regarding Site Alteration Agreement – Marc & Andrea Reid – 7827 Wellington Road 36 be received; and

That Council enact a By-law to authorize the entering into of an agreement as outlined in Report PD-2015-03 with Marc & Andrea Reid – 7827 Wellington Road 36 upon submission of required securities and the Halton Conservation Authority permit.

DISCUSSION

Purpose

The subject property 7827 Wellington Rd 36 as shown on Schedule “A” and “B” attached to this Report is an agricultural property that is an active farm. The owners of the property wish to import fill to allow for more efficient farming of the existing uneven land on the western portion of the property. The property has a horse operation and the owners must find farming efficiencies to increase the productivity of these fields. The site is located on the south side of Wellington Rd 36 and west side of Concession Rd 11; with a legal description of Part lot 31 Concession 10. It has a lot area of approximately 39.2 Hectares.

The applicants are requesting Council to enter into a Site Alteration Agreement attached as Schedule “C” to authorize the Chief Building Official to proceed with issuing a Site Alteration Permit.

Background

The applicants sought to obtain a site alteration permit for the levelling of a farm field in order to improve the efficiency of farming the land. In order to make this necessity fiscally possible the applicant is seeking to import approximately 69,500 m³ of soils.

The amount of proposed imported fill requires in addition to a site alteration permit, that the applicant enter into a Site Alteration Agreement with the Township, where securities are provided to the Township and the agreement is registered on title of the subject property.

In accordance with the provisions of By-law 31/12, all requirements have been met and reviews completed by the Township's consultants and outside agencies including GM BluePlan, Harden Environmental, GWS, Halton Conservation, County of Wellington Roads and Planning.

Prior to bringing forward a By-law to Council authorizing the entering into of an agreement the applicant(s) is required to submit securities in a form satisfactory to the Township in the amount of \$100,000.00 and the Halton Conservation Authority Permit.

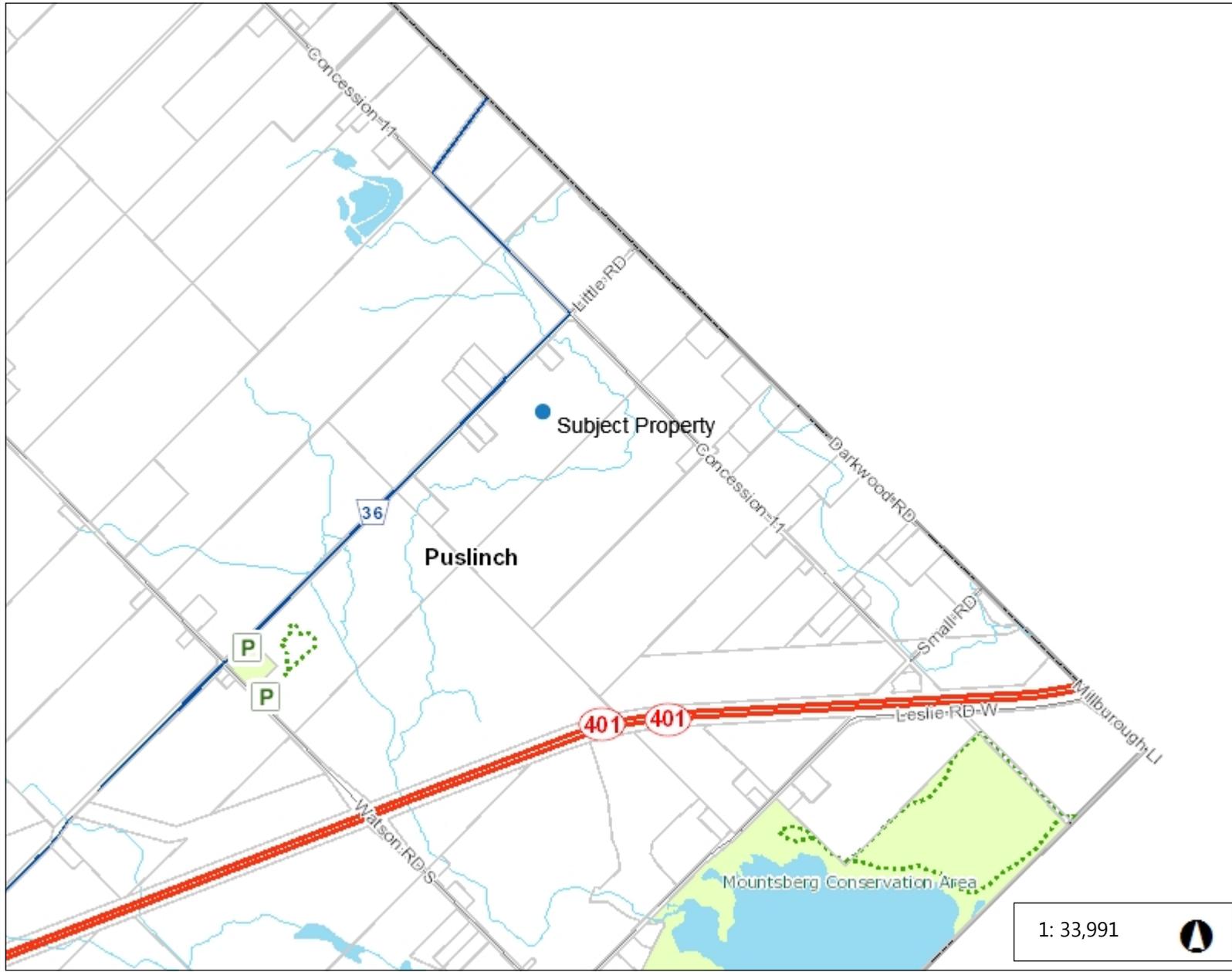
Applicable Legislation and Requirements

Municipal Act, S. O. 2001, Section 142, as amended
Township of Puslinch Zoning By-law 19/85

Site Alteration By-law 31/12 – Excerpts of By-law 31/12 are attached as Schedule "D" to this Report to outline the application and document submission requirements.

Attachments

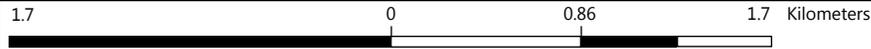
Key Map – Schedule A
Aerial photograph – Schedule B
Agreement – Schedule C
Excerpts of By-law 31/12 – Schedule D



Legend

- Propane Tank
- Propane Hazard Area
- Municipal Offices
- OPP Stations
- Hospitals
- Fire Stations
- Information Centres
- Schools
- Post Offices
- Arenas
- Community Centres
- Curling Rinks
- Libraries
- Museums
- Park Parking Lots
- County Garages
- Parcels
- Roads - Small Scale**
 - Local Road
 - County Road
 - Highway
- Railways
- Trails
- Waterbodies
- Watercourses
- Parks

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Notes

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LEGEND

 APPROXIMATE SITE BOUNDARY

 WETLANDS (NRVIS)



NOTES:

- 1-REFERENCES: VAN HARTEN SURVEYING INC., Grading Plan, Project No: 21549-13, 2013-11-28,
- 2-REFERENCES: GRAND RIVER CONSERVATION AUTHORITY, Natural Resources and Values Information System (NRVIS) Delineated Wetlands, Retrieved 2013-11-28,
- 3-REFERENCES: GOOGLE EARTH, Aerial Photograph, Retrieved 2013-11-28,
- 4-Drawing scale may be distorted due to file conversion and/or copying. Measurements taken from the drawing must be verified in the field.

<p>Project</p> <h2 style="margin: 0;">Hydrological Assessment</h2> <p style="font-size: small; margin: 0;">7827 Wellington Road 16, Markham, Ontario</p>
<p>Title</p> <h2 style="margin: 0;">SITE PLAN</h2>

		<p>LVM inc. 337, Bridge Street East Wexford (Dundas) ON L9C 2Y3 Telephone : 519 241 1313 Fax : 519 241 3422</p>	
<p>Prepared A.Higgins Drawn A.Higgins Checked C.Helmer</p>	<p>Discipline HYDROGEOLOGY Scale 1 : 2000 Date 2013-11-29</p>	<p>Project manager C.Helmer</p>	<p>Sequence no. 02 of 02</p>
<p>M. dept. Project 160 B-0007961-1</p>	<p>Des. Drawn Rev. HD 002 00</p>		

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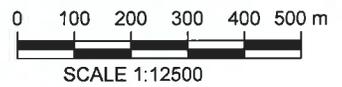
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NOTES :
 1-REFERENCES : Google Map (2013).



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Project

Hydrological Assessment

7827 Wellington Road 36, Moffat, Ontario

Title

LOCATION PLAN



LVM inc.

353, Bridge Street East
 Kitchener (Ontario) N2K 2Y5
 Telephone : 519.741.1313
 Fax : 519.741.5422

Prepared **A.Higgins**
 Drawn **A.Higgins**
 Checked **C.Helmer**

Discipline **HYDROGEOLOGY**
 Scale **1 : 12500**
 Date **2013-11-28**

Project manager
C.Helmer
 Sequence no.
01 of 02

M. dept. Project
160

B-0007961-1

Disc. Dwg no. Rev.
HD 001 00

(complete and insert Document General Page as Page 1)

**TOWNSHIP OF PUSLINCH
SITE ALTERATION AGREEMENT**

B E T W E E N:

THE CORPORATION OF THE TOWNSHIP OF PUSLINCH
- and -
MARC REID AND ANDREA REID

I N D E X

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**TOWNSHIP OF PUSLINCH
SITE ALTERATION AGREEMENT**

THIS AGREEMENT made this _____ day of _____, 2015, pursuant to Section 41 of the Planning Act, R.S.O. 1990, as amended.

B E T W E E N:

THE CORPORATION OF THE TOWNSHIP OF PUSLINCH
(hereinafter called the "Township")

PARTY OF THE FIRST PART

- and -

MARC REID AND ANDREA REID
(hereinafter called the "Owner")

PARTY OF THE SECOND PART

W H E R E A S:

- A. The Owner of the property described in Schedule "A" to this Agreement which is the subject matter of an application for Site Alteration Approval pursuant to section 5.2 of the Township by-Law Number 31/12;
- B. The Township requires that the Owner enter into a written agreement to identify approved plans, drawings and specifications and to require that the property be graded and maintained in accordance with the approved documents.

NOW THEREFORE this Agreement witnesseth that in consideration of the premises, other good and valuable consideration and the sum of Two Dollars (\$2.00) of lawful money of Canada, now paid by each of the parties hereto to each of the other parties hereto (the receipt whereof is hereby acknowledged), the parties agree as follows:

ARTICLE 1 - IDENTIFICATION OF LANDS APPROVED FOR DEVELOPMENT

1.1 Legal description

The Owner's property which is the subject matter of this agreement is described in Schedule "A" attached (herein called "the Lands").

ARTICLE 2 - IDENTIFICATION OF PLAN(S)

2.1 Approved plan(s)

The Owner in making application for site alteration approval has agreed to provide to the satisfaction of the Township, plan or plans showing the location of all buildings, structures, facilities, works and site elevations and services existing and proposed and, where required, technical reports, studies monitoring programs and final site restoration. The plan(s) and drawings and reports described in Schedule "B" [hereinafter called the "Approved Plan(s)] shall be deemed to have been approved by the Township upon execution of this Agreement.

2.2 Filing of plan(s)

Five (or such greater number as shall be requested by the Township) copies of the Approved Plan(s) shall be filed with the Township's Clerk.

ARTICLE 3 - SPECIAL REQUIREMENTS

3.1 Additional requirements and provisions

Notwithstanding the approval by the Township of the plans and drawings described in Schedule "B" the parties agree that the additional requirements referred to in Schedule "C" (if any) shall apply to the alteration of the Lands in addition to the information shown on the Approved Plan(s) and in the event of a conflict between the provisions of the Approved Plans and Schedule "C" then the provisions of the latter shall prevail.

ARTICLE 4 - IMPLEMENTATION OF PLAN(S)**4.1 Owner's covenant to implement plan(s)**

The Owner covenants and agrees that all works and features illustrated on the Approved Plan(s) and the additional requirements set out in Schedule "C", if any, shall be constructed, installed, performed or provided as the case may be at the Owner's sole risk and expense and to the satisfaction of the Township.

4.2 Township's right of entry

The Township shall have a right of entry upon the Lands, through employees, agents or contractors to ensure that the provisions of this agreement are complied with at all times.

4.3 Stop work orders

The Township's Chief Building Official shall treat a breach of the terms of this Agreement or covenants contained herein in a manner similar to a breach of the Township's Site Alteration By-Law and shall issue a stop work order until such breach is rectified. The Owner acknowledges that the requirements of this Agreement constitute applicable law for purposes of the Building Code Act.

4.4 Notice to comply

In the event that the Township gives written notice to the registered Owner of the Lands that it has failed to construct, provide or maintain any matter or thing illustrated on the Approved Plan(s) or required by this Agreement, and if the Owner fails to construct, provide or maintain such required matter or thing within thirty (30) days of the date that such notice is mailed by prepaid registered mail to such person at the address for such person set out in Article 11.1 or as shown on the most-recently revised assessment roll then the Township may enter upon the Lands, through employees, agents or contractors and construct, provide or maintain such matter or thing which had been specified in the notice at the expense of the registered Owner of the Land.

ARTICLE 5 - FINANCIAL ASSURANCES**5.1 Security requirement - public lands**

In the event any works are to be performed on municipally or publicly-owned property of any kind which may service the subject lands, the Owner shall, at the time of signing this Agreement and prior to the commencement of work, supply the Township with an unconditional irrevocable Letter of Credit from a chartered Canadian bank, in a form and an amount satisfactory to the Township sufficient to guarantee the satisfactory completion of the works to be constructed or performed by the Owner on municipally or publicly-owned lands and further guaranteeing the workmanship and materials of all such works and matters. The Letter of Credit shall further guarantee payment to the Township of all inspection or other costs that the Township may incur in connection with such works or the preparation and implementation of this Agreement.

5.2 Security requirement - subject lands

In addition to the security to be provided to the Township pursuant to Article 5.1, the Owner shall at the time of signing this Agreement and prior to the commencement of work, unless such requirement is specifically waived in writing by the Township, supply the Township with an unconditional irrevocable Letter of Credit from a chartered Canadian bank, in a form and an amount satisfactory to the Township sufficient to guarantee the satisfactory completion of the work and facilities to be provided on the Lands pursuant to the Approved Plan(s) and this Agreement and further guaranteeing the workmanship and materials of all such works and matters. The Letter of Credit shall further guarantee payment to the Township of all inspection or other costs that the Township may incur in connection with such works or the preparation and implementation of this Agreement.

5.3 Township's right to draw upon security

In the event that the Owner fails to comply with a notice given to him pursuant to Article 4.4 hereof the Township shall be at liberty to draw upon the security provided to it pursuant to this Article to pay for the cost of any work undertaken by it or on its behalf pursuant to such notice and to pay the costs incurred by the Township in the administration and implementation of this Agreement.

5.4 Release of Security

The security provided under this Article, or the amount thereof remaining after draws referred to in Article 5.3, shall be delivered or repaid to the Owner after all of the works have been completed in each stage to the satisfaction of the Township's authorized personnel.

5.5 Township's Expenses

The Owner agrees to pay to the Township all reasonable costs incurred by the Township in connection with the undertaking to alter this site which, without limiting the generality of the foregoing, shall include all expenses of the Township heretofore and hereinafter incurred for legal, engineering, surveying, planning and inspection services, extra Council meetings, if any, and employees' extra time, if any, and shall pay such costs from time to time forthwith upon demand, provided, if such costs be not paid forthwith same shall bear interest from the date which is 10 days following the date of demand to the date of payment at two (2) percentage points in excess of prime rate of interest charged by the Canadian Imperial Bank of Commerce during such period.

ARTICLE 6 - INDEMNIFICATION

6.1 Owner's agreement to indemnify

The Owner agrees on behalf of himself, its heirs, executors, administrators and assigns to save harmless and indemnify the Township, and, if applicable, the County of Wellington, and their respective officials employees and agents, from all losses, damages, costs, charges and expenses which may be claimed or recovered against the Township or the County of Wellington, as the case may be, by any person or persons arising either directly or indirectly as a result of any action taken by the Owner pursuant to or implementing the terms of this Agreement.

ARTICLE 7 - LIABILITY INSURANCE

7.1 When liability insurance required

In the event that work is to be performed by the Owner, its servants, agents or contractors on lands owned by the Township, or the County of Wellington, the Owner shall supply the Township or the County of Wellington with written evidence of a current comprehensive liability insurance policy in form satisfactory to the Township, holding the Township (and if applicable the County of Wellington) harmless for any and all claims for damages, injuries or losses in connection with the work done by or on behalf of the Owner, its servants, agents or contractors on or adjacent to the Lands in an amount of not less than Two Million (\$2,000,000.00) Dollars inclusive. The Township (and if applicable the County of Wellington) are to be named as insured parties in the said policy.

ARTICLE 8 - TIME LIMITS FOR COMPLETION

8.1 Consequences of delay

In the event that a site alteration permit is not issued and re-grading has not commenced within one year from the date of this Agreement, or if the works and facilities contemplated in the Approved Plan(s) are not fully completed within two (2) years from the date of this Agreement, the conditions of approval and provisions of this Agreement will be reviewed and may be subject to revision by the Township by notice in writing to the Owner which revisions shall be accepted and implemented by the Owner.

8.2 Phasing of Site Alteration Works

The Owner agrees that all works and features illustrated on the Approved Plan(s) shall represent the total alterations on the property. The Owner also agrees that any future development beyond the approved plans will be subject to any additional plans, agreements and provisions as required by the Township.

ARTICLE 9 - MAINTENANCE OBLIGATIONS

9.1 General covenant to maintain and repair

The Owner agrees that all of the facilities, works and features illustrated on the Approved Plan(s) shall be maintained and kept in good repair at the Owner's sole risk and expense and to the satisfaction of the Township. In the event that the Township gives written notice to the Owner or the of the Lands that maintenance or repair of any matter required to be provided by this Agreement is to be undertaken, and if the Owner fails to undertake such required maintenance or repair within thirty (30) days of the date that such notice is mailed by prepaid registered mail to such person at the address for such person set out in Article 11.1 or as shown on the most-recently revised assessment roll then the Township may enter upon the Lands, through employees, agents or contractors and perform such maintenance or repairs which had been specified in the notice at the expense of the registered Owner of the Land.

9.2 Specific maintenance obligations

The Owner covenants with the Township as follows:

- (a) that it shall at all times maintain the installations, structures and facilities illustrated on the Approved Plan(s) and described in Schedule "B", if applicable, in good condition and repair;
- (b) that it shall ensure that all required environmental control and or monitoring devices identified on the Approved Plan(s) are properly maintained and protected from damages at all times.

In the event that the Owner of the Lands, is in breach of any of the covenants in this Article then the provisions of Article 11.2 hereof shall apply.

ARTICLE 10 - REGISTRATION OF AGREEMENT**10.1 Registration prior to permit issuance**

This Agreement will be registered against the title to the Lands and the Owner will pay for the cost of registration.

ARTICLE 11 - GENERAL PROVISIONS**11.1 Notices**

Any notice, invoice or other writing required or permitted to be given pursuant to this agreement (including notice of a change of address) shall be deemed to have been given if delivered personally to the party or to an officer of the applicable corporation or if delivered by prepaid first class mail, on the third (3rd) day after mailing. The address for service of each of the parties is as follows:

Owner: Marc Reid and Andrea Reid
7827 Wellington Road 36
Moffat, ON L0P 1J0

Township: The Corporation of the Township of Puslinch
7404 Wellington Road 34
RR 3
Guelph, ON N1H 6H9

To any other person: at the address shown for such person in the last revised assessment roll or the latest address for such person as shown in the Township's records.

11.2 Township costs recoverable like taxes

Notwithstanding any other remedy available to the Township, the Owner acknowledges and agrees that any expense incurred by the Township in connection with the approval of the Approved Plans or the preparation, registration, administration, implementation and enforcement of this Agreement, and specifically the maintenance obligations in Article 9, may be recovered by the Township in like manner as municipal taxes pursuant to the provisions of Section 326 of the Municipal Act.

11.3 Waiver

It is expressly understood and agreed that the remedies of the Township under this Agreement are cumulative and the exercise by the Township of any right or remedy for the default or breach of any term, covenant, condition or agreement herein contained shall not be deemed to be a waiver or alter, affect or prejudice any other right or remedy or other rights or remedies, to which the Township may be lawfully entitled for the same default or breach; and any waiver by the Township of the strict observance, performance or compliance by the Owner or with any term, covenant, condition or agreement herein contained, or any indulgence granted by the Township to the Owner shall not be deemed to be a waiver of any subsequent default or breach by the Owner, nor entitle the Owner to any similar indulgence heretofore granted.

11.4 Covenants as restrictive covenants

So far as may be, the covenants of the Owner herein shall be restrictive covenants running with the land for the benefit of the adjoining lands of the Township or such of them as may be benefited thereby and shall be binding on the Owner, its heirs, executors, administrators, successors and assigns as Owner and occupier of the said land from time to time.

11.5 No permit if money owed to Township

The Owner hereby agrees to pay all municipal taxes on the Lands which may be in arrears at the time of signing this Agreement and shall ensure that all taxes are paid up to date with respect to the Lands. Additionally, the Owner shall ensure that all taxes owing by him to the municipality on all other properties owned by the Owner elsewhere in the Township and any other accounts owing by him to the Township are also paid up to date. No site alteration permit will be issued with respect to the Lands until this Article has been complied with.

11.6 Number and Gender

It is agreed between the parties hereto that the appropriate changes in the number and gender shall be implied where the context of this Agreement and any schedules hereto so require in order that the Agreement and any part thereof shall be construed to have its proper and reasonable meaning.

11.7 Headings and Index

All headings and sub-headings and the Index within this agreement are incorporated for ease of reference purposes only and do not form an integral part of the Agreement.

11.8 No assignment without consent

The Owner shall not assign this Agreement until all works and facilities required by this Agreement have been

completed without the prior written consent of the Township, which consent will not be unreasonably withheld.

11.9 Ultra vires terms

If any term of this Agreement shall be found to be Ultra Vires of the Township, or otherwise unlawful, such term shall conclusively be deemed severable and the remainder of this Agreement mutatis mutandis shall be and remain in full force and effect.

11.10 Owner's acceptance of agreement

The Owner shall not call into question, directly or indirectly, in any proceedings whatsoever in law or in equity or before any administrative tribunal the right of the Township to enter into this Agreement and to enforce each and every term of this Agreement and this Agreement may be pleaded as an estoppel against the Owner in any such proceedings.

11.11 Enurement

This Agreement shall enure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns.

IN WITNESS WHEREOF the Parties hereto have hereunto set their hands and seals or where applicable have caused to be affixed their corporate seals under the hands of their duly authorized officers in that behalf.

THE CORPORATION OF THE TOWNSHIP OF PUSLINCH

per:

Dennis Lever, Mayor

per:

Karen Landry, CAO/Clerk

I/We have authority to bind the Corporation

SIGNED, SEALED AND DELIVERED

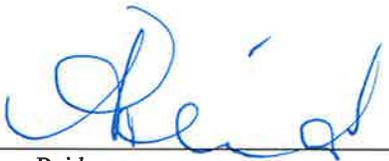
in the presence of:

per:



Marc Reid

per:



Andrea Reid

SCHEDULE "A"

DESCRIPTION OF LANDS

Part of Lot 31, Concession 10 Township of Puslinch, County of Wellington,

SCHEDULE "C"

ADDITIONAL REQUIREMENTS (in addition to matters shown on Approved Plan(s))

INSPECTIONS

Every Permit Holder shall ensure that a request is made to the Chief Building Official by the Permit Holder or his/her authorized agent to make inspections at the commencement and completion of the work that is the subject of the Permit, and to make any such further inspection(s) as may be required by the Chief Building Official.

TERM OF PERMIT AND PERMIT RENEWAL

Any Permit issued pursuant to this agreement shall be valid for a period of one year from the date of issuance unless revoked in accordance with this agreement.

A Permit which has expired may be renewed by the Chief Building Official within a six month period from the date of expiry upon the making of a written request to the Chief Building Official accompanied by a payment of one-half of the original Permit fee, provided that the proposed work which was the subject of the Permit, has not been revised. A permit that has been renewed in accordance with this section shall not be renewed again.

TRANSFER OF SITE

If registered ownership of the Site for which a Permit has been issued is transferred while the Permit remains in effect and outstanding, the new Owner shall, prior to the closing of the transfer;

1. provide the Township with its written undertaking to comply with all of the conditions under which the Permit was issued; and
2. provide security in a form and amount acceptable to the Chief Building Official, at which time any security previously provided by the original Permit Holder shall be released;
3. and failing which the Permit shall be deemed to be cancelled as of the date of the transfer.

REGULATIONS

In addition to the other requirements of this agreement, no Person shall Place or Dump, or cause or permit the Placing or Dumping of Fill on, or alter or cause or permit the Alteration of the Grade of, or remove or cause or permit the removing of any Topsoil from any land in the Township of Puslinch, including any lands which are submerged under any watercourse or other body of water unless:

1. it is done with the consent of the Owner of the Site where the Fill is to be Placed or Dumped, the Grade altered or the Topsoil removed;
2. all Fill to be used includes only Soil, stone, sod or other material acceptable to the Chief Building Official and that such material is clean and free of any glass, plastics, rubber, metals, liquid, garbage and/or contaminants;
3. the Drainage system for the Site is provided in accordance any Permit issued hereunder and as otherwise required by law, and in accordance with proper engineering standards and practices and will not result Erosion, blockage, siltation or contamination of a water course, flooding or Ponding;
4. the Fill is Placed or Dumped, any Retaining Wall containing such Fill is erected, the Grade is altered, or the Topsoil is removed, in such a manner that no flooding, Ponding, or other adverse effects are caused on other lands.

Every Person to whom a Permit is issued pursuant to this by-law shall, in addition to any conditions of the Permit;

1. provide a Retaining Wall where required by the Chief Building Official which does not encroach upon abutting lands, either above or below Existing Grade, and such Retaining Wall shall be constructed to the satisfaction of the Chief Building Official and comply with

- the requirements of the Ontario Building Code.
2. ensure that the Finished Grade surface is protected by sod, turf, seeding for grass, Vegetation, asphalt, concrete or other similar means, or combination thereof;
 3. ensure that Fill shall not be Placed or Dumped around the perimeter of any existing building in contravention of the requirements of the Ontario Building Code;
 4. ensure that no trench in which piping is laid forming part of the Drainage system shall be covered and backfilled until the work has been inspected and approved by the Chief Building Official.
 5. provide such protection for trees as may be required by the Chief Building Official;
 6. provide siltation control measures as may be required by the Chief Building Official;
 7. ensure that the work that is the subject of the Permit does not soil or otherwise foul any municipal roads. In the event that this occurs, the Person to whom the Permit was issued shall, in accordance with the Township's by-law to prohibit the obstructing, encumbering, injuring or fouling of highways and bridges, as amended from time to time, ensure that the road(s) affected are cleaned to the satisfaction of the Township Road Superintendent.
 8. ensure that all conditions of the Permit issued pursuant to this by-law and any requirements of this by-law are fulfilled to the satisfaction of the Chief Building Official;
 9. ensure the work that is the subject of the Permit does not occur in areas regulated by a Conservation Authority or approval agency without written approval of the respective regulatory agency, and in the event this occurs, ensure that the affected areas are restored to the satisfaction of the Chief Building Official.

EXEMPTIONS

The provisions of this agreement do not apply to;

1. activities or matters undertaken by a municipality or a local board of a municipality;
2. the Placing or Dumping of Fill, removal of Topsoil or Alteration of the Grade of land imposed as a condition to the approval of a site plan, a plan of subdivision or a consent under section 41, 51, or 53, respectively, of the Planning Act or as a requirement of a site plan agreement or subdivision agreement entered into under those sections;
3. the Placing or Dumping of Fills, removal of Topsoil or Alteration of the Grade of land imposed as a condition to a development permit authorized by regulation made under section 70.2 of the Planning Act or as a requirement of an agreement entered into under that regulation;
4. the Placing or Dumping of Fill, removal of Topsoil or Alteration of the Grade of land undertaken by a transmitter or distributor, as those terms are defined in section 2 of the Electricity Act, 1998, for the purpose of constructing and maintaining a transmission system or a distribution system, as those terms are defined in that section;
5. the Placing or Dumping of Fill, removal of Topsoil or Alteration of the Grade of land undertaken on land described in a licence for a pit or quarry or a permit for a wayside pit or wayside quarry issued under the Aggregate Resources Act;
6. the Placing or Dumping of Fill, removal of Topsoil or Alteration of the Grade of land undertaken on land in order to lawfully establish and operate or enlarge any pit or quarry on land,
 - a. that has not been designated under the Aggregate Resources Act or a predecessor of that Act, and
 - b. on which a pit or quarry is a permitted land use under a by-law passed under section 34 of the Planning Act;
7. the Placing or Dumping of Fill, removal of Topsoil or Alteration of the Grade of land undertaken as an incidental part of drain construction under the Drainage Act or the Tile Drainage Act, 2001;
8. topdressing of lawns with Topsoil provided the ground elevation of the lands is not increased by more than two hundred (200) millimeters;
9. cultivation or tilling of garden beds so long as such work does not have an adverse effect on existing Drainage patterns on neighbouring properties;
10. excavation of Soil involving an area of less than nine square metres and a depth of less than 0.5 meters having no significant impact on trees, ground cover, Vegetation, watercourses, or storm water swales and not altering or creating a slope at greater than 8%;
11. minor landscaping works which are at least 0.3 metres from any property line and do not impact Drainage patterns on neighbouring properties; and

12. the removal of Topsoil as an incidental part of a normal agricultural practice, including such removal as an incidental part of sod-farming, greenhouse operations and nurseries for horticultural products, provided however that this provision shall not exempt from the by-law the removal of Topsoil for sale, exchange or other disposition.

If a regulation is made under section 28 of the Conservation Authorities Act respecting the Placing or Dumping of Fill, removal of Topsoil or Alteration of the Grade of land in any area of the Township, this by-law is of no effect in respect of that area.

CEASE AND DESIST ORDER

Where an Owner or any other Person is in contravention of the agreement, the Chief Building Official or an Officer may make an Order directing that the Owner or such Person cease any or all of the work immediately.

WORK ORDER

Where a Permit has been issued and an Owner or Permit Holder is in contravention of this agreement, the Chief Building Official or an Officer may issue a Work Order directing the Owner or Permit Holder, within the time set out in the Order, to take such steps as are necessary so that the work which was the subject of the Permit is completed in accordance with the approved Permit, plans, documents and other information upon which the Permit was issued.

ORDER FOR REMOVAL

Where a Permit has not been issued and any Person is in contravention of this agreement, the Chief Building Official or an Officer may issue an Order for Removal requiring the Person to restore the property to a condition it was prior to commencement of such work, to the satisfaction of the Chief Building Official, within the time set out in the Order.

COMPLIANCE WITH ORDERS

Any Person to whom a Cease and Desist Order, a Work Order or an Order for Removal is issued pursuant to this agreement shall comply with the terms of such Order, within the time set out therein.

Where an Owner of land to whom a Work Order is issued fails to perform the work required by the Order, the Township, in addition to any other remedy, may perform such work at the Owner's expense and may recover the cost incurred by adding the costs to the tax roll and collecting them in the same manner as property taxes.

ENFORCEMENT

The administration and enforcement of this agreement, shall be performed by the Chief Building Official and by those Persons designated as By-Law Officers of the Township, as may be amended from time to time.

1. The Chief Building Official and Officers may, at any reasonable time, enter and inspect any land to determine whether this agreement, a Cease and Desist Order, a Work Order or an Order for Removal, a condition to a Permit issued pursuant to this agreement, or a Court Order relating to this agreement is being complied with.
2. For purposes of an inspection under (1), the Chief Building Official and Officer may;
 - a. require the production for inspection of documents or things relevant to the inspection;
 - b. inspection and remove documents or things relevant to the inspection for the purpose of making copies or extracts;
 - c. require information from any Person concerning a matter related to the inspection; and
 - d. alone or in conjunction with a Person possessing special or expert knowledge, make examinations or take tests, samples or photographs necessary for the purpose of the inspection.
3. No Person shall obstruct the Chief Building Official or an Officer in carrying out an

inspection or exercising his or her powers or duties under this by-law.

4. No Person shall fail to produce any information required by the Chief Building Official or an Officer pursuant to clause 29(2) of this by-law.

SERVICE

Any service required to be given under this agreement is sufficiently given if delivered personally or sent by registered mail to the Owner at the last known address of the Owner of the land.

Where service is effected by registered mail, it shall be deemed to be made on the fifth (5) day after the date of mailing.

PERMIT CONDITIONS

All Permit Holders shall:

1. Notify the Chief Building Official in writing within 48 hours of commencing any Land Disturbance;
2. Notify the Chief Building Official in writing of the completion of any control measures within fourteen (14) days after their installations;
3. Obtain permission in writing from the Chief Building Official prior to modifying the Control Plan;
4. Install all control measures as identified in the approved Control Plan;
5. Maintain all road Drainage systems, stormwater Drainage systems, control measures and other facilities identified in the Control Plan;
6. Repair any siltation or Erosion damage to adjoining surfaces and Drainage ways resulting from land developing or disturbing activities;
7. Inspect the construction control measures at least once per week and after each rainfall of at least 1 centimetre and make needed repairs;
8. Allow employees of the Township to enter the Site for the purpose of inspecting for compliance with the Control Plan or for performing any work necessary to bring the Site into compliance with the Control Plan; and
9. Maintain a copy of the Control Plan and Operational Procedures Manual on the Site.

The Township shall:

1. Upon the failure by the Permit Holder to complete all or part of the works in the time stipulated in the Control Plan, may draw the appropriate amount from the securities posted and use the funds to arrange for the completion of the said works, or any part thereof;
2. Upon the failure by the permit Holder to repair or maintain a specific part of the works as required by the Township, and in the time requested, the Township may at any time authorize the use of all or part of the securities to pay the cost of any part of the works it may in its absolute discretion deem necessary; or
3. In the case of emergency repairs or clean-up, the Township may undertake the necessary works at the expense of the Permit Holder and reimburse itself out of securities posted by the applicant or to add to the cost of the works to the real property tax roll to be collected in like manner as taxes.

TRUCK HAUL ROUTE

The truck haul route shall at all times be restricted as illustrated on the 'Truck Route Map' as described in Schedule "B". The truck haul route shall not be modified without prior approval from the Township. Additional security for the protection of Township roads may apply if changes from the route presented herein are requested.

ENVIRONMENTAL CONTROL PROGRAM

The Owner is responsible to verify the type and quality of fill material to be imported to the site. All fill material must comply with the parameters as set out in Ontario Regulation 153/04, as amended, and Table 1 of the "Soil, Groundwater and Sediment Standards for Use under Part XV.1 of the Environmental Protection Act". Where the concentration of elements or compounds naturally exceed Table 1 standards, the applicant must obtain a certificate from a qualified professional attesting that

the fill material is not or will not likely to be a source of contamination. The intent of this quality control is to prevent the importation of material that is of lower chemical quality standard than on-site material.

Laboratory analysis of soil samples should include metals and inorganics (including Sodium Absorption Ratio (SAR), Electrical Conductivity (EC)), Petroleum Hydrocarbons (PHCs -F1-F4 and BTEX) and Polycyclic Aromatic Hydrocarbons (PAHs).

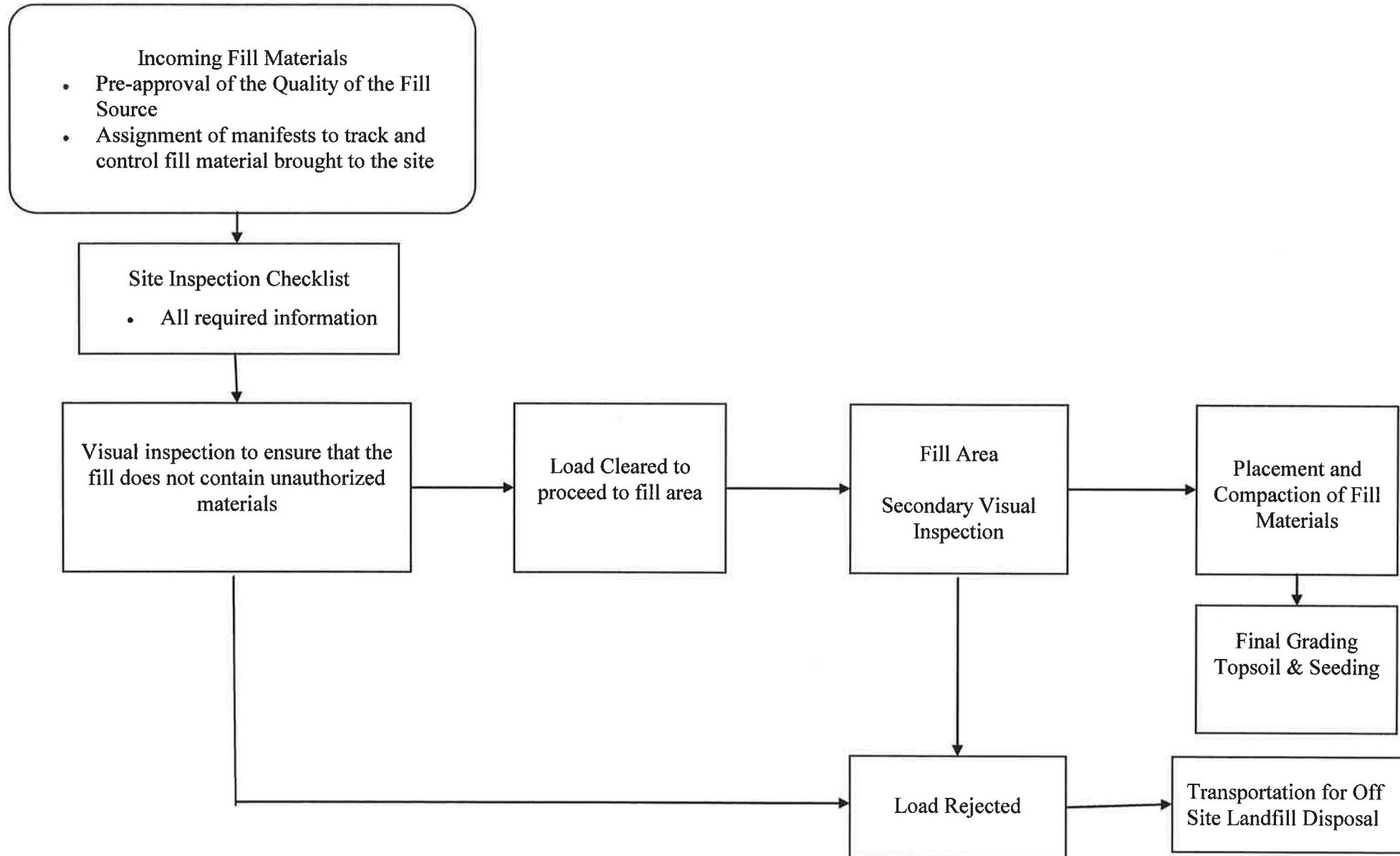
Operational Standards

The following criteria are standards for the maintenance and operation of the fill area:

1. Site personnel will receive specialized training for their specific work tasks.
2. The placement of clean fill material at the site will be adequately and continually supervised.
3. Clean material will be placed in an orderly manner at the fill area.
4. Procedures will be established, signs posted, and safeguards maintained for the prevention of on-site accidents.
5. Vehicular access to the property will be by roadway closed by a gate capable of being locked.
6. Access roads and on-site roads will be provided so that vehicles hauling clean material to and on the site may travel readily under all normal weather conditions.
7. Access to the site will be limited to times when an attendant is on duty and accessible only to persons authorized to deposit clean material at the fill area.
8. Drainage passing over or through the site will not adversely affect adjoining property. Natural drainage will not be obstructed.
9. Clean fill material will be placed in such manner that groundwater aquifers will not be impaired.
10. If groundwater contamination not consistent with the Reasonable Use Criteria as described in Ontario Ministry of the Environment Policy 19-08 is encountered, action will be taken to isolate the source of contamination and effectively prevent the egress of contaminants from the Site.
11. Where there is a possibility of groundwater pollution resulting from the operation of the fill area, samples will be taken and tests made by the owner of the site to measure the extent of contamination and, if necessary, measures will be taken for the collection and treatment of contaminants and for the prevention of groundwater pollution.
12. When the fill area has reached its limit of fill, a final cover of soil will be designed and constructed to a grade capable of supporting vegetation and that minimizes erosion. All slopes will be designed to drain runoff away from the cover and to prevent water from ponding. No standing water will be allowed anywhere in or on the completed fill area. The fill area will then be seeded with vegetation to minimize wind and water erosion. The vegetation used will be compatible with (i.e., grow and survive under) the local climatic conditions and may include a diverse mix of native and introduced species consistent with the post closure land use. However, highly invasive alien plants are not acceptable for planting on fill sites. Temporary erosion control measures will be undertaken while vegetation is being established.

ENVIRONMENTAL CONTROL PROGRAM

OPERATIONAL FLOWCHART



ENVIRONMENTAL CONTROL PROGRAM

Fill Screening Procedures

The initial inspection of the truck and its load of clean fill will include a review of the chain of custody provided by the transporter and a visual inspection of the fill for signs of contamination. If, at any point during the visual inspection there is evidence that the fill may be contaminated it will be rejected.

The attached Fill Inspection Checklist will be used to record and document the chain of custody and all initial and secondary inspections.

The first procedure for the site inspector will be to record the load number, truck number, the name of the company hauling the fill, the driver's name and ensure that the transporter provides a chain of custody (refer to check list). The chain of custody will include a record for the fill being delivered, from its place of origin to the site.

The chain of custody will include information concerning the clean fill, the transport of the clean fill, and the truck itself. Information pertaining to the clean fill should include: place of origin; soil constituents; proof that the fill is clean; and copies of analyses to provide evidence that the soil is not contaminated. Records pertaining to the transport should include: a list of all drivers involved in the haulage of the clean fill from its place of origin to the Site; documentation of all stops made from the place of origin to the Site; documentation that ensures the truck is at the proper location. Records of transport cleaning and sanitation procedures for the truck and loading equipment should also be provided upon request to ensure that the fill has not been contaminated by previously transported materials.

An initial visual inspection of the clean fill will occur while the fill is still in the truck and, if the fill is deemed satisfactory, a secondary visual inspection will be performed when the fill is being dumped in the designated fill area. Both initial and secondary inspections will include a first-hand observation of the following:

- odours
- usual clumping
- hazardous materials (biomedical, flammable etc.)
- food, household waste
- discoloration
- viscosity (liquids and sludge)
- putrescible wastes
- any other unauthorized materials

Initial and secondary inspections will include the raking and probing of the fill in order to agitate the soil and bring underlying soil to the surface so that an accurate representation of the soil may be inspected.

If there is evidence that the soil may be contaminated the site inspector will reject the load.

When either the initial or secondary inspections provide evidence that the soil is not clean the truckload will be refused and directed to the appropriate licensed waste disposal facility. The site supervisor will document what was found, why the load was refused and to which facility the load was directed.

ENVIRONMENTAL CONTROL PROGRAM

Fill Inspection Checklist

<u>Fill Site:</u>		<u>Date:</u>	<u>Ticket No:</u>
		<u>Time:</u>	<u>Inspected by:</u>
<u>Driver Information:</u>		<u>No. of Loads:</u>	<u>Quantity:</u>
Company: _____			m ³
Truck No: _____			
Driver's Name: _____		ACCEPTED	REJECTED
<u>Source Information:</u>		<u>Report Provided at Source:</u>	<u>Type of Fill:</u> <i>(Check appropriate box)</i>
Address: _____		YES NO	RESIDENTIAL
_____			INDUSTRIAL
_____			AGRICULTURAL
<u>Visual Inspection Report:</u>		<u>Load(s) Contains Clean Fill</u>	
Primary Inspection		YES	NO
If "NO" complete the following:			
Secondary Inspection		YES	NO
1	Odours		
2	Unusual Discoloration		
3	Hazardous Materials (Biomedical, Flammable)		
4	Food/Domestic Waste		
5	Liquid or Sludge		
6	Construction Materials (Wood, Drywall etc.)		
7	Scrap Metals		
8	Vegetation (Stumps/Sod)		
9	Asphalt		
10	Other (Describe)		
<u>Comments:</u>			

ENVIRONMENTAL CONTROL PROGRAM

Groundwater Monitoring

Procedures for the Groundwater Monitoring Program

To monitor the quality of groundwater migrating off-site a minimum of three monitor wells will be installed down gradient from the fill area as shown on the Site Grading Plan. Periodic analytical testing of the groundwater will be conducted to ensure that groundwater quality is not degraded as a result of the site alteration. Initial groundwater samples must be taken to establish the base line parameters of the existing groundwater quality before the filling operation.

The following is an outline of the items related to the groundwater monitoring program that are addressed in the Environmental Control Program:

The impacts of the seepage of leachate from the fill area will be assessed in a systematic fashion using the techniques described below.

Procedures for performing the groundwater assessment:

1. The concentration of constituents in the groundwater will be determined from laboratory analyses of groundwater samples collected down gradient from the fill area.
2. Acceptable groundwater assessment. The groundwater quality will be considered acceptable if the post site alteration groundwater quality is within 5% of the existing groundwater quality and there are no statistically increasing trends in chemical concentrations indicative of degrading water quality conditions.

Design, Construction and Operation of Groundwater Monitoring Systems

All fill areas, will be identified and studied through a network of monitoring wells operated during the active life of the fill area and for two years after closure. Monitoring wells designed and constructed as part of the monitoring network will be maintained along with records that include, but are not limited to, well location, well size, type of well, the design and construction practice used in its installation and well and screen depths.

a. Standards for the location of monitoring points:

1. Monitoring points will be established at sufficient locations down gradient with respect to groundwater flow to detect discharge of potential contaminants from within the fill area.
2. Monitoring wells will be located in stratigraphic horizons that could serve as contaminant migration pathways.
3. Monitoring wells will be established as close to the potential source of discharge as possible without interfering with the fill operations, and within half the distance from the edge of the potential source of discharge to property line down gradient, with respect to groundwater flow, from the source.
4. A minimum of at least three monitoring wells will be established at the property line and will be located down gradient from the fill area with respect to groundwater flow. Such well or wells will be used to monitor any statistically significant increase in the concentration of any constituent and will be used for determining compliance with applicable groundwater quality parameters.

b. Standards for monitoring well design and construction:

1. All monitoring wells will be cased in a manner that maintains the integrity of the borehole. The casing material will be inert so as not to affect the water sample. Well casings requiring a solvent-cement type coupling will not be used.

2. Wells will be screened to allow sampling only at the desired interval. Annular space between the borehole wall and well screen section will be packed with gravel or sand sized to avoid clogging by the material in the zone being monitored. The slot size of the screen will be designed to minimize clogging. Screens will be fabricated from material expected to be inert with respect to the constituents of the groundwater to be sampled.
3. Annular space above the well screen section will be sealed with a relatively impermeable, expandable material such as a cement/bentonite grout, which does not react with or in any way affect the sample, in order to prevent contamination of samples and groundwater and avoid interconnections. The seal will extend to the highest known seasonal groundwater level.
4. The annular space will be back-filled from an elevation below the frost line and mounded above the surface and sloped away from the casing so as to divert surface water away.
5. The annular space between the upper and lower seals and in the unsaturated zone may be back-filled with uncontaminated cuttings.
6. All wells will be covered with caps and equipped with devices to protect against tampering and damage.
7. All wells will be developed to allow free entry of water to minimize turbidity of the sample and minimize clogging.
8. Other sampling methods and well construction techniques may be utilized if they meet Provincial water well construction standards.

c. Standards for Sample Collection and Analysis

1. The groundwater monitoring program will include consistent sampling and analysis procedures to assure that monitoring results can be relied upon to provide data representative of groundwater quality in the zone being monitored.
2. The operator will utilize procedures and techniques to insure that collected samples are representative of the zone being monitored and that prevent cross contamination of samples from other monitoring wells or from other samples.
3. The operator will establish a quality assurance quality control program for groundwater sample collection.
4. The operator will institute a chain of custody procedure to prevent tampering and contamination of the collected samples prior to completion of analysis.

Groundwater Monitoring Program

- a. The operator will implement a monitoring program in accordance with the following requirements:
 1. Monitoring schedule and frequency:
 - A. The monitoring period will begin as soon as a fill permit is issued. Monitoring will continue for a minimum period of two years after closure. The operator will sample all monitoring points on a quarterly basis.
 - B. The monitoring frequency may change on a well by well basis to an annual schedule if all constituents monitored within the zone of attenuation are less than or equal to Standards criteria for three consecutive quarters. However, monitoring will return to a quarterly schedule at any well where a statistically significant increase is determined to have occurred in the concentration of any constituent with respect to the previous sample.
 - C. Monitoring will be continued for a minimum period of two years after closure. Monitoring beyond the minimum period may be discontinued if no statistically significant increase is detected in the concentration of any constituent above that measured and recorded during the immediately preceding schedule sampling for three consecutive quarters.

2. Criteria for choosing constituents to be monitored:
 - A. The operator will monitor each well for constituents that will provide a means for detecting groundwater contamination. Constituents will be chosen for monitoring if the constituent appears in, or is expected to be in, the leachate.
 - B. One or more indicator constituents, representative of the transport processes of constituents in the leachate, may be chosen for monitoring in place of the constituents it represents.
- b. If the analysis of the monitoring data shows that the concentration of one or more constituents is attributable to the fill operations and exceeds pre-approval concentrations, then the operator will conduct a groundwater impact assessment. The assessment monitoring program will be conducted in accordance with the following requirements:
 1. The impact assessment will be conducted to collect additional information to assess the nature and extent of groundwater contamination, which will consist of, but not be limited to, the following steps:
 - A. More frequent sampling of the wells in which the observation occurred;
 - B. More frequent sampling of any surrounding wells;
 - C. The placement of additional monitoring wells to determine the source and extent of the contamination; and
 - D. Monitoring of additional constituents to determine the source and extent of contamination.
 2. If the analysis of the assessment monitoring data shows that the concentration of one or more constituents monitored is above the applicable groundwater quality standards and is attributable to the fill operations, the operator will determine the nature and extent of the groundwater contamination, including an assessment of the continued impact on the groundwater should additional fill continue to be accepted at the facility, and will implement remedial action.

Plugging and Sealing of Drill Holes

- a. All drill holes, including exploration borings that are not converted into monitoring wells, monitoring wells that are no longer necessary to the operation of the site, and other holes that may cause or facilitate contamination of groundwater shall be sealed in accordance with the Ontario Regulation 903.

SCHEDULE "D" FINANCIAL SECURITIES

1.0 SECURITY FOR SITE ALTERATION MEASURES

Pursuant to Article 5 of this Agreement the Owner is to provide security in the form of an unconditional irrevocable Letter of Credit, for the applicant's obligations under the By-law and any Permit issued, and such requirements as the Chief Building Official considers necessary to ensure that the work which is the subject of the Permit is completed in accordance with proper engineering standards and practice, this By-law, and the terms and conditions of the Permit. Said agreement may be registered on title. The Mayor and the Township Clerk are hereby authorized to execute any such agreement on behalf of the Township.

- 1.1 The Letter of Credit or agreement must remain in effect for the full duration of the Permit. Any Letter of Credit or agreement and its subsequent renewal forms shall contain a clause stating that thirty (30) days written notice must be given to the Township prior to its expiry or cancellation.
- 1.2 The Letter of Credit shall contain a clause stating that in the event that the Township receives notice that a Letter of Credit is expiring and will not be renewed and further or additional securities are not provided forthwith, the Township may draw on the current Letter of Credit at the discretion of the Chief Building Official. The Permit Holder agrees that any interest accruing on the realized security shall belong to the Township and not to the Permit Holder.

2.0 GUARANTEE OF SITE WORKS

- 2.1 The applicant shall provide the Township with a letter of credit in the amount of \$100,000.00 to guarantee that the works will be completed in accordance with the approved plans and documents.

3.0 PROTECTION OF TOWNSHIP HIGHWAYS

- 3.1 This requirement shall come into effect between the Township of Puslinch and the owner (or its authorized agent) of private lands adjacent to a Township Highway when the owner has initiated an undertaking that may cause injurious effects to Township Highways.
- 3.2 When it is determined by the Township Road Superintendent or designate, that the scope of a private undertaking will foul, damage, obstruct, injure or encumber the Township's highways; the owner shall provide financial securities to the Township to compensate for all such manners of maintenance and restitution that may result from the owner's actions on the thoroughfare.
- 3.3 With regards to the security deposit:
 - 3.3.1 The Township Road Superintendent shall determine the value of the financial securities required by the Township.
 - 3.3.2 The valuation of the security deposit will be an estimate based upon the scope of the owner's undertaking and potential costs to maintain and restore the Township highways to their existing conditions prior to the initiation of the undertaking.
 - 3.3.3 The minimum security deposit shall be \$1,000.00.
 - 3.3.4 At any time during the course of the owner's undertaking, the Township Road Superintendent may draw upon the securities posted by the owner to clean, maintain, repair or control the effects of the owner's undertaking on the Township highways.

SUMMARY OF FINANCIAL SECURITIES

A.	Site Works		\$100,000.00
B.	Township Roadways (Min.)		<u>\$ 1,000.00</u>
		TOTAL DEPOSIT	\$101,000.00
C.	Municipal Service Fees		
	•	Fee based upon quantity of fill material imported.	

evaluation procedures established by the Ministry of Natural Resources, as amended from time to time.

- 30) "Work Order" means an Order issued under section 24 of this by-law.

PLACING/DUMPING FILL, ALTERING GRADE, REMOVAL OR TOPSOIL

2. Other than in an approved landfill Site, no Person shall Place or Dump, or cause or permit the Placing or Dumping of Fill on, nor alter or cause or permit the Alteration of the Grade of any land in the Township of Puslinch, nor remove or cause or permit the removal of any Topsoil from any land in the Township of Puslinch, including any land which are submerged under any watercourse or other body of water, without having first obtained a site alteration Permit issued by the Chief Building Official.

All imported fill and soils regraded or distributed on any lands shall not have any chemical qualities or compounds that are greater than the native material on the site. There shall be no degradation of existing soil quality and groundwater quality as a result of the site alteration.

APPLICATION REQUIREMENTS

3. An application for a site alteration Permit is not considered to be complete until all of the following are submitted to the satisfaction of the Chief Building Official;
- 1) a complete application in the form attached hereto as Schedule "A" which form may be amended from time to time by the Chief Building Official;
 - 2) the prescribed fee for a site alteration Permit as established from time to time by Council and detailed in Schedule "C" to this by-law;
 - 3) a control plan, the requirements of which are set out in section 5 of this by-law;
 - 4) a plan showing the design details to proper scale of any Retaining Wall that the applicant proposes or that may be required by the Chief Building Official and/or is a requirement of the Ontario Building Code including the dimensions thereof and any materials to be used in construction of any such Retaining Wall;
 - 5) security in a form and amount to be determined in accordance with Schedule "C" to this by-law, to secure performance of the applicant's obligations under this by-law and any Permit that is issued;
 - 6) any required Permit or approval by any external agency e.g. Grand River Conservation, Ministry of Transportation, Ministry of Natural Resources, etc.
 - 7) any required report by the Township of Puslinch or external agency including but not limited to archaeological report, vegetation analysis, chemical soil analysis, chemical groundwater analysis, hydrogeological reports, traffic report, noise study, environmental impact assessment, final rehabilitation plan, or geotechnical report; and
 - 8) proof of permission, in writing, from all property owners that will be receiving Fill generated in accordance with the Permit.
 - 9) Proof from an accredited laboratory that any fill being imported to the site complies with the clean fill parameters as set out in Table 1 of the Ontario Regulation 153/04 as amended.

Should the fill material contain elements or compounds that naturally exceed the parameters within Table 1 of Ontario Reg. 153/04, as amended, the applicant shall also obtain a certificate from a qualified professional attesting that the fill material is not considered to be a detrimental source of contamination to the environment in its new location.
4. An applicant shall not submit or cause or permit an application for a Permit to be submitted to the Township that is misleading or contains false information. Where it is revealed that the applicant for a Permit contained misleading or false information, the said Permit may be revoked by the Chief Building Official and the Permit Holder shall forthwith cease all work which was the subject of the revoked Permit.

CONTROL PLANS AND DOCUMENTS

5.1 A control plan(s) required to be submitted as part of any application for a Permit pursuant to this by-law shall include, among other things, the following:

- 1) a key map showing the location of the Site;
- 2) the Site boundaries and number of hectares of the Site;
- 3) the use of the Site and the location and use of the buildings and other structures adjacent to the Site;
- 4) the location, dimensions and use of existing and proposed buildings and other structures existing or proposed to be erected on the Site;
- 5) the location of lakes, streams, wetlands, channels, ditches, other watercourses and other bodies of water on the Site and within thirty (30) metres beyond the Site boundary;
- 6) the location of the predominant Soil types;
- 7) the location size, species and condition of all trees 100 mm in diameter or greater, including their dripline, and the composite dripline of all other Vegetation;
- 8) the location of driveways on the lands and all easements and rights-of-way over, under, across or through the Site;
- 9) the location and dimensions of any existing and proposed storm water Drainage systems and natural Drainage patterns on the Site and within thirty (30) metres of the Site boundaries;
- 10) the location and dimensions of utilities, structures, roads, highways and paving;
- 11) the existing Site topography at a contour interval not to exceed 0.5 metres and to extend a minimum of thirty (30) metres beyond the Site boundaries;
- 12) the Proposed Grade(s) and Drainage system(s) to be used upon completion of the work which is the subject of the Permit;
- 13) the location and dimensions of all proposed work which is the subject of the application for a Permit;
- 14) the location and dimensions of all proposed temporary Topsoil or Fill stockpiles;
- 15) the location, dimensions, design details and specifications of all work which is the subject of the application including all Site siltation control measures or Retaining Walls necessary to meet the requirements of this by-law and the estimated cost of the same;
- 16) a schedule of the anticipated starting and completion dates of all proposed work which is the subject of the application for a Permit, including the installation of construction Site control measures needed to meet the requirements of this by-law;
- 17) a list of the type of equipment and machinery that will be used during the site alteration process including the expected days and times of operation;
- 18) provisions for the maintenance of construction Site Erosion and Dust Control measures during construction and after as required;
- 19) typical notes on the final rehabilitation plan to indicate the final ground cover materials, type and size of plantings, depth of topsoil, tree removals or tree protection measures;
- 20) proposed site access location(s) and haul route(s) to and within the property;
- 21) a description of the proposed Fill;
- 22) the scale of drawing, either 1:500 or 1:1000;
- 23) operational procedures manual; and
- 24) any other information as deemed necessary by the Chief Building Official

5.2 Where greater than 1000 m³ of fill is being dumped or where the resulting proposed grade will be greater than 3 metres above or below adjacent existing grade or where site alteration occurs on an area greater than 0.5 hectares, the owner shall complete in addition to all the information set out in Section 5.1, the execution of an agreement with the Township approved by the Council whereby the owner has agreed to the following:

- 1) to retain a qualified engineer or environmental consultant approved by the *Chief Building Official* who is responsible for ensuring that the *site alteration* is in accordance with reasonable engineering and environmental practices; is in accordance with the protocol attached as Schedule "B" to this by-law; and is in accordance with the plans submitted for the permit;
 - 2) to undertake the *site alteration* in accordance with subsection 5.2.(1).
 - 3) to require the environmental consultant to report in writing on a regular basis that the *placing and dumping of fill* is in accordance with clause 5.2.(1);
 - 4) to require that the *site alteration* be completed by a specified date;
 - 5) not to contaminate the natural environment and to abide by all applicable environmental laws and regulations;
 - 6) to provide a report from the qualified Engineer or Environmental Consultant referred to in clause 5.2.(1) that he/she is satisfied that the *placing or dumping* will not result in:
 - (i) *Soil erosion*;
 - (ii) Blockage of a *watercourse*;
 - (iii) Siltation in a *watercourse*;
 - (iv) Pollution of a *watercourse*;
 - (v) Flooding or *ponding* on abutting lands;
 - (vi) Flooding or *ponding* caused by a *watercourse* overflowing its banks;
 - (vii) A detrimental effect on any trees of a caliper of one hundred (100) millimetres or more located on the lands;
 - (viii) Detrimental effect on matters of inherent biological sensitivity such as aquifer recharge, water quality, unusual plants or wildlife and overwintering habitats;
 - (ix) Unauthorized injury or destruction of trees protected under by-laws of the *Township* or County of Wellington;
 - 7) to provide security in accordance with Schedule "C" to be used to remedy any breach of the by-law or agreement and to indemnify the *Township* for any liability, costs, damages or losses incurred directly or indirectly caused by the issuing of a permit;
6. Every control plan accompanying an application for a Permit under this by-law must be stamped by a Professional Engineer who is licensed to practice in the Province of Ontario or any other qualified Person approved by the Chief Building Official.
7. Notwithstanding any other provisions of this by-law, the Chief Building Official may waive the requirement for a Control Plan or any part thereof, and/or may reduce the fee for a Permit under this by-law, after taking into consideration the proposed works, the anticipated impact on the Site and the surrounding environment.

ISSUANCE OF PERMIT

8. The Chief Building Official may issue a site alteration Permit where;
- 1) the Chief Building Official is satisfied that the Applicant has complied or will comply with all requirements of this by-law;
 - 2) the Chief Building Official is satisfied that the Proposed Grade and resulting Drainage pattern, the proposed design of any Retaining Wall, the type of Fill proposed to be used, if any, and the proposed method of the Placing and Dumping of Fill, altering of the Grade, or removing of Topsoil, are all in accordance with proper engineering standards and practice, and compliant with the Ontario Building Code.
 - 3) the Chief Building Official is satisfied with any Fill to be used as defined in this by-law and that such material is clean and free of any glass, plastics, rubber, metals, liquid, garbage and/or contaminants;
 - 4) the Chief Building Official is satisfied that the proposed Placing or Dumping of Fill, altering of the Grade or removing of Topsoil, will not result in;
 - i. Erosion;
 - ii. blockage of watercourse;



REPORT PD-2015-05

INFORMATION REPORT

FROM: Robert Kelly, Chief Building Official

DATE: February 26, 2015

SUBJECT: Public Meeting – Site Alteration Application File L04/REI
Marc & Andrea Reid – 7827 Wellington Road 36
File L04/REI

BACKGROUND:

1. Purpose of Report

This report is to advise Council and the Public of the application for a Site Alteration Permit located at 7827 Wellington Road 36.

2. Application

The proposed application seeks to import approximately 69,500 m³ of fill to allow for more efficient farming of the existing uneven land on the western portion of the property. The property has a horse operation and the owners must find farming efficiencies to increase the productivity of these fields.

The amount of fill subject to the permit issued by Halton Conservation is approximately 54,349 m³. The remaining 15,135 m³ falls outside the regulatory limits of Halton Conservation and is subject to the Township's Site Alteration By-law requirements.

3. Location & Site Characteristics

The subject site, known municipally as 7827 Wellington Road 36, is located on the south side of Wellington Road 36, west of Concession Road 11 and is legally described as Part Lot 31, Concession 10 (see photos below). The parcel is approximately 39.2 ha and is zoned Agricultural. The location is surrounded by existing rural residential and agricultural parcels.



APPLICATION CHRONOLOGY:

1. Application

An application was filed on October 2, 2013 in accordance with By-law 31/12.

2. Notice:

May 2013 started working with Halton Conservation on this file to delineate jurisdictional boundaries and for information sharing.

October 7, 2013: Notice of the application was sent to Township's Engineers and Hydrogeologist.

December 2, 2013: Notice of the application was sent to the Township's consultant GWS Ecological & Forestry Services.

June 12, 2014: Notice of the application was sent to the County of Wellington Roads Division.

February 4, 2015: Report PD-2015-03 recommending that Council enact a By-law to authorize the entering into of an agreement as outlined in Report PD-2015-03 was listed on the Council agenda.

February 4, 2015: Council passed resolution 2015-053 referring the matter back to staff for a public meeting to be held on March 11, 2015 at 7:00 p.m. due to concerns received by residents at the February 4, 2015 Council Meeting.

February 19, 2015: Staff circulated notice regarding the Public Meeting to be held on March 11, 2015 at 7:00 p.m. to property owners within 120 metres of the subject property and posted notice on the Township's website.

March 11, 2015: Public Meeting to be held at Township of Puslinch Municipal Complex.

3. Staff, Agency & Public Circulation Comments:

The application was circulated for review to the Township's consultants and External Agencies for comments.

The County of Wellington stated the applicant would have to apply for an Entrance Permit for the proposed widening, and the entrance is to be paved with hot mix asphalt from property line to edge of pavement. Entrance permit no. 31-09-14 was issued by the County on August 26, 2014 and is attached as Attachment "A".

Halton Conservation issued Permit No. 4758 on February 4, 2015. A copy of Permit 4758 is attached as Attachment "B".

The Township's consultants have provided comments and are satisfied the terms and conditions of the By-law have been met.

The Township has received comments from the public. Public comments are attached as Attachment "C".

APPLICABLE LEGISLATION & REQUIREMENTS:

1. Site Alteration By-law

The Site Alteration By-law requires the applicant to obtain a permit and enter into an agreement with the Township prior to importing any fill on the lands subject to a Township permit.

Clean Fill Project Control Plan

As required, a clean fill project control plan initially dated November 6, 2014 and with a revised date of February 13, 2015 has been submitted and forms part of the Site Alteration Agreement attached as Attachment "D" and "E" respectively and requires:

- The applicant(s) to retain a qualified person that meets the requirements set out in O Reg 153/01 to provide professional environmental engineering oversight of the project. Derek J. Maat M.A. Sc., P.Eng has been retained.

Groundwater Monitoring Program

Three (3) groundwater monitoring wells will be constructed to monitor the impact of the filling operation on local groundwater quality. The onsite groundwater monitoring wells will initially be sampled quarterly to confirm that the site groundwater is not impacted by the filling of the site. Two base line samples have been collected by the owner and will be submitted to the Township for reference. The monitoring frequency as outlined in the Control Plan may be reduced on a well by well basis to an annual schedule if no impact is observed above applicable standards to the wells for three consecutive quarters. However, the Township has the right to request any testing at any time. Monitoring of the wells will continue for two years following closure of filling operations.

Clean Fill Acceptance Standards

Only clean topsoil or clean subgrade material will be accepted at the property. All soils will be free of garbage and foreign debris. No construction or demolition waste will be received at this site. At a minimum, the top 0.4 m of fill placed at the site will consist of clean topsoil, suitable for the growing of crops.

All clean fill that is received at the site will comply with Table 1 soil standards in the "Soil, Ground Water and Sediment Standards for Use - Under Part XV.1 of the Environmental Protection Act" as included in Ontario Regulation 153/04, as amended.

Where the concentration of elements or compounds in clean fill requiring disposal naturally exceeds Table 1 standards, a qualified professional must issue a certificate indicating the material is not likely a source of contamination before the clean fill can be received at the site and be submitted to the Township prior to placement of the fill. (Section 3 (9) of By-law)

Procedure for Screening Proposed Clean Fill Sources for Approval

Each potential clean fill source site will be required to provide one or more of the following documents in order to be deemed a viable source site:

- a. A Phase I ESA and/or Phase II ESA indicating that the soil at the source site meets the Clean Fill Acceptance Standards
- b. A signed letter by a Qualified Person along with supporting documents confirming that all the soil designated for disposal from the source site meets the Clean Fill Acceptance Standards
- c. A Record of Site Condition from the source site indicating that the soil meets the Clean Fill Acceptance Standards

A Qualified Person (QP) retained by Reid will review the documents provided by the source site. If the documents from the source site are not stamped by a third party QP and/or in the opinion of the QP retained by Reid, do not adequately characterize the soil, the QP retained by Reid will conduct a site visit to the source site to sample and assess the soil. The number of samples obtained will be based on the volume of soil to be removed for the source site. The Reid QP will consult with the Township Peer Reviewer when determining the number of samples. If the source site is recommended for approval by the QP, the clean fill will be accepted.

Reporting – Fill placed on site

1. On a quarterly basis, the QP will obtain a minimum of one audit sample for every 1000 loads of soil received.
2. Audit samples to be submitted to the Township quarterly.
3. If an audit sample is found to exceed the clean fill acceptance standards for the site, the Township and the source site responsible will be notified. The QP will delineate the substandard soil through additional sampling and the substandard soil will be excavated and returned to the source site.

Ticket Process for Tracking Load of Clean Fill

1. Each approved clean fill source site will be sold truck tickets equal to the estimated amount of clean fill at the source site.
2. Each ticket will be numbered according to coding system that identifies the specific source site, the contractor, the date of the haul and the associated environmental reports.
3. Trucks that do not have a previously issued ticket will not be permitted to dump their load at the site.
4. Each truck load that is dumped will be visually inspected. If the load is deemed to contain unacceptable material it will be reloaded and trucked offsite.
5. The general location of each load that is dumped will be recorded according to a location grid system that will be developed for the site.
6. The ticket information will be maintained in a database and will be available for review at any time by the Township of Puslinch.

Truck Traffic Control

The site entrance will be constructed to comply with Wellington County Entrance Permit requirements. A gate will be maintained at the entrance and will be closed during non-operating hours to prevent unauthorized vehicular traffic on the site. Trucks will be required to present their ticket to a ticket agent (machine operator) that will be located a minimum distance of 100 m inside the gate to prevent queuing of truck traffic on Wellington County Road 36. The ticket agent (machine operator) will receive the truck ticket and keep a record of its information.

All trucks leaving the site will be required to travel over two separate rumble strips each of a minimum distance of 30 m consisting of gabion stone in excess of 100 mm diameter. The rumble strips will be designed to remove any mud or soil from the truck tires and to prevent it from being deposited on the street.

Sedimentation and Erosion Control

Erosion and sedimentation control fencing (silt fencing) will be placed at all site boundaries where natural and or constructed topography would direct surface water flow off of the site as per the attached Grading Plan.

The site will be inspected daily by the operator (machine operator) and monthly by the QP to ensure that all silt fencing and other required sedimentation and erosion control measures are in good and working condition.

The site will be operated such that the placing of fill will not result in:

- soil erosion
- blockage of a swale, ditch, drainage course or watercourse
- siltation in a swale, ditch, drainage course or watercourse
- pollution of a swale, ditch, drainage course or watercourse
- flooding or ponding of abutting lands
- flooding or ponding caused by a swale, ditch drainage or watercourse overflowing its banks

Dust

Dust control will be provided on an as required basis through the use of a water truck.

Operating Hours

Monday to Friday 7:00 a.m. to 7:00 p.m.

Saturday 7:00 a.m. to 1:00 p.m.
Excluding Holidays

Truck Route

The Truck Route Map prepared by Maat Environmental Engineering Corp dated December 8, 2014 is attached as Attachment "F".

The route is Highway 401 to County Road 46 to County Road 36.

Estimated Start and Completion Dates

The permit is valid from the date of issuance for a period of one year. The permit can be extended for an additional period of one (1) year.

Site Closure and Restoration

Upon completion of filling operations at the site, the entire site will be covered with 0.4 m of topsoil. The final grade of the site is as outlined in the Site Plan attached as Attachment "G". At site closure, all land at the site will either be farmed or will be seeded. Seed mix will consist of grass and wildflower varieties native to the area. Grasses should comprise no more than 30% of the mixture. Care will be taken to ensure that no invasive species are included in the seed mix.

Securities

In order to guarantee that the works will be completed in accordance with the approved plans and documents, we typically consider the overall "value" of the work in determining security amounts. In this instance, the site work guarantee amount of \$100,000 is sufficient to guarantee the works.

The applicant has submitted securities in the amount of \$100,000.00 in the form of an irrevocable letter of credit.

Insurance

Insurance has been provided naming the Township and County as an additional insured.

ATTACHMENTS

- A Entrance Permit - County
- B Halton Conservation Permit
- C Public Comments
- D Site Control Plan
- E Agreement
- F Truck Route Map
- G Site Plans

Response to Public Comments

1. **Q** - On page 13 of Report PD-2015-003 under "Truck Haul Route" it refers to a map as described in Schedule B. Referring to Schedule "B", page 9, column 1, row 4 it says NA.

R - Refer to Attachment "F" for a copy of the map identifying the Truck Haul Route. The NA in the agreement is for the purpose of noting the map is not identified by a drawing number.

2. **Q** - On page 3 of By-law 31/12 under "Application Requirements" section 3, subsection 3 it says "a control plan" is a requirement and referring to Schedule "B" on page 9, column 1, row 3, it says NA.

R - Refer to Attachment "D" for a copy of the Site Control Plan. The NA in the agreement is for the purpose of noting the Site Control Plan is not identified by a drawing number.

3. **Q** - Also, under "Application Requirement", section 3, subsection 7 are the following:
 - a. An Archaeological Report. In 1985 the ROM did an archaeological excavation on my property unearthing several artifacts dating to the Woodland period. A report was issued by the ROM.

R - The Township determined that an Archaeological Report is not required.

- b. Chemical groundwater analysis. Without background data ie before the fill project begins, any contamination going forward could be disputed. Background data should be established for the following, heavy metals, mercury, lead, selenium, cadmium, thorium, beryllium and arsenic, and organic carcinogens such as dioxins and PAH's (poly aromatic hydrocarbons).

R - Two base line samples have been collected by the owner and will be submitted to the Township for reference upon execution of the agreement.

- c. A Noise Study. This fill operation will deploy the use of heavy equipment, thus generating noise and impacting adjacent property owners right to "quiet enjoyment" of their property and under subsection 9, "Proof from an accredited laboratory that any fill being imported to the fill site complies with the clean fill parameters as set out in Table 1 of Ontario Regulation 153/04 as amended.

R - With regard to the matter of noise, the Township does not require the completion of a noise study as the hours of operation are in keeping with the Township's noise by-law.

Hours of Operation

Monday to Friday	7:00 a.m. to 7:00 p.m.
Saturday	7:00 a.m. to 1:00 p.m.
Excluding Holidays	

Noise By-law

The Noise By-law prohibits the operation of equipment between 9:00 p.m. and 7:00 am.

With regard to proof of an accredited laboratory, the proponent as outlined in the by-law, agreement and the control plan is required to retain a qualified person being a qualified engineer or environmental consultant. The proponent has retained Derek J. Maat M.A. Sc., P.Eng.

4. **Q** - On page 4 of By-law 31/12, section 5.1:

- a. Subsection 17, a list of equipment and machinery being used during the site alteration process including expected days and hours of operation.
- b. Subsection 23, an operation's manual.

R - The applicant has advised that the following equipment will be used:

- Bulldozer
- Backhoe/Excavator
- Dump Trucks
- Sheep's foot packer

The applicant has submitted a Control Plan to the satisfaction of the Township refer to Attachment "D".

5. **Q** - Is security in the amount \$100,000.00 sufficient?

R - The Township passed the Site Alteration By-law in 2012 and determined the appropriate amount of securities to be posted at \$100,000.00. Refer to page 7 of the Report.

The applicant has submitted the securities as required.

6. **Q** – Where is the fill coming from? And is every load being tested for potential contaminants?

R – Source sites are approved by a Qualified Person as noted on page 3 of the the Report.

7. **Q** – What is the logical and practical purpose of this fill being dumped.

R – The property has a horse operation and the owners must find farming efficiencies to increase the productivity of these fields. Refer to Page 1 under Application.

8. **Q** – What is the ongoing accountability of the parties involved ie landowner, broker, contractor if local water and precious significant wetlands become affected

R – Refer to pages 3 – 5 of the Report for the Clean Fill Project Control Plan, Groundwater Monitoring Program, Clean Fill Acceptance Standards, Procedure for Screening Proposed Clean Fill Sources for Approval, Reporting – Fill placed on site and Ticket Process for Tracking Load of Clean Fill.

Ongoing accountability is achieved through the entering into of an agreement with the owner that implements a groundwater monitoring program and the posting of securities for a period of time beyond the completion date.

9. **Q** – What environmental impact studies have been done, if any and by whom?

R – The applicant has completed two base line samples to be submitted to the Township for reference. Refer to pages 3 – 5 of the Report for the Clean Fill Project Control Plan, Groundwater Monitoring Program, Clean Fill Acceptance Standards, Procedure for Screening Proposed Clean Fill Sources for Approval, Reporting – Fill placed on site and Ticket Process for Tracking Load of Clean Fill

10. **Q** – Who is responsible for the post road condition repair?

R – The road authority having jurisdiction over the road is responsible for its repair.

Insurance has been provided naming the Township and County as an additional insured.

11. **Q** – If permits are issued, for what period?

R – The permit is valid for one year but may be extended for a further one year period.

12. **Q** – The proximity of the entrance is just over the crest of a blind hill, has there been traffic studies in the interest of Public safety? Has the OPP and MTO done this? The route for truck traffic proposed is south off the 401 to Wellington Rd 36 (lights in Morriston) east 5km to dump site).

R – The By-law does not include a provision to require the completion of a traffic study as the permit is for a temporary period of time.

13. **Q** – Can this property be restored to agricultural rural land for farm use as it is currently zoned?

R – The subject lands are zoned Agricultural.

14. **Q** – If approved, what measure would be put in place to stop the brokers and or contractors from buying farms in the Township for the purpose of dumping fill? Instead of paying landowners to dump fill?

R - The Township through the passing of By-law 31/12 as amended has the authority to regulate fill being placed on property within the Township that is not regulated by the Conservation Authority. The Township has no authority or jurisdiction over the purchase and sale of land.

15. **Q** – Is the current by-law designed to stop or curtail operations of fill dump sites within our Township?

R – The purpose of the Township By-law in accordance with the Municipal Act is to:

- prohibit or regulate the placing or dumping of fill;
- prohibit or regulate the removal of topsoil;
- prohibit or regulate the alteration of the grade of the land;
- require that a permit be obtained for the placing or dumping of fill, the removal of topsoil or the alteration of the grade of the land;
- impose conditions to a permit, including requiring the preparation of plans acceptable to the municipality relating to grading, filling or dumping, the removal of topsoil and the rehabilitation of the site.

ATTN: PASQUALE COSTANZO



County of Wellington
Engineering Services Department
Roads Division
74 Woolwich Street
Guelph, Ontario N1H 3T9
Phone: (519) 837-2601
Fax: (519) 837-8138

Permit No. 21-09-14

1772553 ONT. INC
CONTRACTOR: CLEARWELL SITE.COM
JAY - 416-565-9249

ENTRANCE PERMIT

OWNER/APPLICANT

Name: MARC REID Address: 7827 WELLINGTON RD 36
City/Town: POULINCH Postal Code: L0P-1J0
Phone: [REDACTED] Fax: _____

To construct a TEMP ENTRANCE entrance.
(field, farm, residential, temporary, reclassification, alteration, commercial, industrial, institutional, public, emergency)

Lot: 7827 Concession: Wellington RD 36 Township: POULINCH

Or Street No.: _____ Street: _____ Town/Village: _____

Wellington County Road No. 36 please enclose a sketch of drawing on the back of this application showing the location and size of your property; also show your proposed location for your entrance (see Figure 5.0 for example sketch in Entrance Policy). Please mark the location of the entrance with a **PROPOSED ENTRANCE** sign or entrance will not be approved.

Date of Application: AUG 26/14 Signature: [Signature]

Severance applied for? Yes No Severance Number: _____

Requirements for Entrance - OFFICE USE ONLY

Top Width: 9m Surface Type: GRAVEL
 Length of Pipe: 12m Diameter of Pipe: 450mm Thickness of Pipe: 1.6mm
 Application Fee Paid: \$100 Deposit Paid: \$500
 Special Conditions: ENTRANCE MUST BE REMOVED ONCE THE IN-FILL PROJECT IS COMPLETED.
 Date of Issue: _____ For: County Engineer [Signature]
 County Road No.: 36 Maintenance Area: 1 Section Forman MIKE CUSHING

Payment Required: (Options: Cash - Cheque - Credit Card)

Classification of Entrance	Permit Fee	Refundable Deposit**	Total
Field, Farm, Residential, Temporary, Reclassification, Alteration	\$ 100	\$ 500	\$ 600
Commercial, Industrial, Institutional	\$ 250	\$ 1,000 min	\$ 1250 min
Public, Private, Emergency Road	\$ 500	\$ 1,000 min	\$ 1500 min

**Refund upon approval of the entrance installation, less amount expended by the County to bring entrance to County standards. Where the entrance has not been constructed and the permit shall be cancelled and the refundable deposit shall be forfeited. Contact the County c... ible deposit requirements for Commercial, Industrial and Institutional entrances.

CREDIT CARD

VISA [REDACTED] AMOUNT: \$ 600.00
 Exp Date _____ Name on Card JAMES FIEGORE
 Authorized Signature [Signature]

X X



Attachment B

2596 Britannia Road West
Burlington, ON L7P 0G3
Telephone: 905 336-1158 Fax: 905 336-6684

PERMIT #: 4758

FILE #: A/15/P/01

PERMIT

IN ACCORDANCE WITH SECTION 3 OF REGULATION 162/06, PERMISSION HAS BEEN GRANTED TO:

Owner's Name: Mark Reid Phone: [REDACTED]
Mailing Address: 7827 Wellington Road 36, Puslinch ON L0P 1J0
Agent/Contractor: 1772853 Ont. Inc. (CleanFillSite.com) Phone: 416-565-9245
5808 Corner Crescent, Mississauga ON L5M 5R5

Property Location: 7827 Wellington Road 36
in the (City, Town, Township) of: Puslinch (Region/County) of: Wellington

This permit is for the purpose of Proposed placement and grading of clean fill between 30 and 120 metres of the Badenoch-Moffat Wetland Complex, a Provincially Significant Wetland (PSW) within the Bronte Creek watershed.

This permit is issued on this 2nd day of February, 2015 Expires: 2nd day of February, 2017

And is subject to the following conditions:

1. That the work to be carried out in accordance with plans submitted on January 15th, 2015 and stamped APPROVED by: Charles Priddle, Coordinator, Regulations Program
2. see reverse
3. **Conservation Halton is to be notified of the date of the commencement of construction. This permit (including drawings stamped approved by Conservation Halton) or a copy thereof, must be posted on the site and be available for inspection.**

Conservation Halton may, at any time, withdraw any permission given under this regulation if, in the opinion of the Conservation Authority, the conditions of the permit are not complied with.
Authorized representatives of Conservation Halton may, at any time, enter lands and buildings, to make any surveys, examinations, investigations, and inspections to ensure that the works authorized by this Permit are being carried out in accordance with the terms of this Permit.

This permit does not preclude any approvals required by any other existing law and regulations.

Authorized by: Barbara Veale on the 4th day of February 2015.
Barbara Veale, Manager, Planning and Regulation Services

1) WHITE: APPLICANT ORIGINAL COPY 2) GREEN: REGULATION OFFICER COPY
3) YELLOW: MUNICIPALITY COPY 4) GOLD: FILE COPY

2.

- a) That disturbed areas be stabilized immediately following the completion of construction to the satisfaction of Conservation Halton;
- b) That effective sediment and erosion control measures be installed prior to starting work, maintained during construction and fully removed once all disturbed areas have been stabilized. That site conditions be monitored and that the sediment and erosion control measures be modified if site conditions warrant it; and
- c) That excess fill (soil or otherwise) generated from the proposed works shall not be stockpiled or disposed of within any area regulated by Conservation Halton, pursuant to Ontario Regulation 162/06.

Attachment C

Report PD-2015-003

With respect to Report PD-2015-003 on page 2 it says "In accordance with the provisions of Bylaw 31/12, all requirements have been met and reviews completed by the township's consultants and outside agencies including GM Blue Plan, Harden Environmental, GWS, Halton Conservation, County of Wellington Roads and Planning". I disagree with that statement for the following reasons.

1. On page 13 of report PD 2015-003 under "Truck Haul Route" it refers to a map as described in Schedule "B". Referring to Schedule "B", page 9, column 1, row 4 it says NA.
2. On page 3 of bylaw 31/12 under "Application Requirements" section 3, subsection 3 it says "a control plan" is a requirement and referring to Schedule "B" on page 9, column 1, row 3, it says NA.
3. Also under "Application Requirement", section 3, subsection 7) are the following:
 - a. An Archaeological Report. In 1985 the ROM did an archaeological excavation on my property unearthing several artifacts dating to the Woodland period. A report was issued by the ROM.
 - b. Chemical groundwater analysis. Without background data ie before the fill project begins, any contamination going forward could be disputed. Background data should be established for the following, heavy metals; mercury, lead, selenium, cadmium, thorium, beryllium and arsenic, and organic carcinogens such as dioxins and PAH's (poly aromatic hydrocarbons).
 - c. A Noise Study. This fill operation will deploy the use of heavy equipment, thus generating noise and impacting adjacent property owners right to "quiet enjoyment" of their property. and under subsection 9),
"Proof from an accredited laboratory that any fill being imported to the fill site complies with the clean fill parameters as set out in Table 1 of Ontario Regulation 153/04 as amended.
4. On page 4 of bylaw 31/12, section 5.1:
 - a. Subsection 17), a list of equipment and machinery being used during the site alteration process including expected days and hours of operation.
 - b. Subsection 23), an operations manual.

In summary, this report should not be approved for the reasons noted above (and I've only touched on a few) and only approved when ALL of the requirements of bylaw 31/12 have been fulfilled. Also, I am asking council tonight, to pass a motion placing a six month moratorium on accepting any "Site Alteration Permits" for lands designated as an Agricultural Zone in section 5.

PROPOSED AMENDMENTS TO BY-LAW 31/12

1. No lands may be leased, bought or sold, or conveyed by any means for the purpose of:
 - a) creating a commercial dump site,
 - b) a fill operation of any size.
2. Where greater than 1000 cubic meters of fill is to be dumped, the township will:
 - a) hold a public meeting,
 - b) notify, in writing, all residents and landowners within a one mile radius of the proposed dump site,
 - c) notify, in writing, all residents living on the proposed truck haul route,
 - d) conduct with counsel an on site review of the proposed fill plan.
3. No fill of any amount will be dumped in a designated Agricultural Zone as defined in Section 5 unless it is native to and originates within the township.
4. The township may permit fill to originate from outside the township when it is destined for use on lands designated as an Industrial Zone as defined in Section 5 provided that:
 - a) any remuneration or any other form of consideration that would be paid to the landowner either directly or indirectly, be forfeited to the townships Parks and Recreation budget.
5. Notwithstanding anything else contained in this bylaw except for (4) above, no person shall operate a commercial fill operation within the township.
6. No person shall cause, permit or perform a fill operation of any size on any lands that were previously used as a pit or quarry whether licensed or otherwise.

Attachment C

From: dave hamilton

Date: January 21, 2015 at 9:06:11 AM EST

To: Subject: Puslinch-excessive fill dumping

To the residents of Puslinch

It has come to our attention that another fill dumping site has commenced here on Wellington Rd 36 just west of the 11th concession.

According to the plan before council this is to dump approximately 70000 metric tonnes of fill. Roughly calculated at 10m³ per truck this equates to approx 7000 truck loads.

This project has been given the go ahead by Conservation Halton and the work has commenced before any council approval.

Our Concerns,

- 1) where is this fill coming from? And is every load being tested for potential contaminants?
- 2) what is the logical and practical purpose of this fill being dumped?
- 3) what is the ongoing accountability of the parties involved? ie; landowner/broker/contractor if local water and precious significant wetlands become affected
- 4) What environmental impact studies have been done (if any?) and by whom?
- 5) who is responsible for the post road condition and repair?
- 6) if permits are issued, for what period?
- 7) the proximity of the entrance is just over the crest of a blind hill, has there been traffic studies in the interest of Public safety? Has the OPP and MTO done this? The route for truck traffic proposed is south off the 401 to Wellington rd 36(lights in Morriston) east 5km to dump site)
- 8) can this property be restored to agricultural rural land for farm use as it is currently zoned?
- 9) if approved, what measure would be put in place to stop the brokers and or contractors from buying farms in the township for the purpose of dumping fill? Instead of paying landowners to dump fill?
- 10) is the current bylaw designed to stop or curtail operations of fill dump sites within our township?

We recognize and appreciate the need for fill in the township from time to time, and also don't wish for anyone to not be able to enjoy the use of their property however, this appears to be only for financial gain. This area involved appears only to be a couple of acres on the plan with the topographical change in excess of 5m.

This note is to inform the residents of Puslinch that this is a precedent setting issue within our township and time is running out very quickly to voice your concerns to council before approval. This has been an ongoing issue for landowners in the Uxbridge area, and the town of Erin is currently embattled in this now. The GTA is out of fill sites and this will be happening more and more in neighbouring townships in the future and although it's not happening in your front yard now, it soon will be!

Dave Hamilton
Puslinch resident

Pease address your concerns to council ASAP as this is going before council very very soon!!

Attachment D



Reid Property Clean Fill Project

Control Plan

February 13, 2015

Prepared by:

Maat Environmental Engineering Corp.
1273 North Service Rd E, Unit F2
Oakville ON, L6H 1A7
info@maatenv.com

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1.0 Introduction

This document will serve as the Control Plan that will be followed during the filling of the Reid Property Located at Part Lot 31, Concession 10, Township of Puslinch with clean fill. The purpose of the Plan is to ensure that no material is placed on the property that has the potential to harm the environment and to ensure that there is minimal disruption to the surrounding community. In addition, this Plan is also designed to ensure that the property will be suitable for use by the property owner for agricultural purposes, post filling. The property is owned by Marc and Andrea Reid who operate a farm on the property. This Plan will ensure that the facility is operated in accordance with the Township of Puslinch requirements and will ensure that the operation follows current best management practices.

Marc and Andrea Reid will retain a Qualified Person that meets the requirements set out in O Reg 153/04 to provide professional environmental engineering oversight of the project. Currently Derek J. Maat M.A.Sc., P.Eng. has been retained as the Qualified Person for the Project.

2.0 Permit Compliance

The Reid Property Clean Fill Project will comply with the Corporation of the Township of Puslinch Site Alteration By-Law # 31/12.

3.0 Reid Property

The site is located at Part Lot 31, Concession 10, Township of Puslinch, Ontario. The site is located on Wellington Road No. 36 in Puslinch, just north of Hiway 401 between Concession 11 and Watson Road South. The property is currently used for agricultural purposes. The clean fill operation will increase the agricultural efficiency of the property.

4.0 Groundwater Monitoring Program

Three (3) ground water monitoring wells will be constructed to monitor the impact of the filling operation on local groundwater quality. The wells will be constructed such that the well screens intersect the top of the shallow groundwater table.

The onsite groundwater monitoring wells will initially be sampled quarterly to confirm that the site groundwater is not impacted by the filling of the site. The first ground water sampling event will occur just prior to the start of the fill operation. The monitoring frequency may be reduced on a well by well basis to an annual schedule if no impact is observed above applicable standards to the wells for three consecutive quarters. Monitoring of wells will continue for two years following closure of filling operations. All sampling will be overseen by a Qualified Person and will comply with Ontario Reg. 153 as amended. Following the last sampling event, all groundwater monitoring wells will be decommissioned as per Ontario Reg. 903.

The placement of the fill will be done in such a way that there will be no pooling of water on site at any time and the current natural overland flow of surface water will not be altered. No fill will be placed within a 30 m buffer of the existing wetland, as per the wetland boundaries delineated by the Conservation Authority.

5.0 Clean Fill Acceptance Standards

Only clean topsoil or clean subgrade material will be accepted at the property. All soils will be free of garbage and foreign debris. No construction or demolition waste will be received at the site. At a minimum, the top 0.4 m of fill placed at the site will consist of clean topsoil, suitable for the growing of crops.

All clean fill that is received at the site will comply with Table 1 soil standards in the "Soil, Ground Water and Sediment Standards for Use Under Part XV.1 of the Environmental Protection Act" as included in Ontario Regulation 153/04 as amended (Referred to hereafter as Table 1). Where the concentration of elements or compounds in clean fill requiring disposal naturally exceeds Table 1 standards, a qualified professional must issue a certificate indicating that the material is not likely a source of contamination before the clean fill can be received at the site. A copy of the certificate from the qualified professional and laboratory sample results is to be provided to the Township of Puslinch for review, prior to placement of the fill which naturally exceeds Table 1 Standards.

6.0 Procedure for Screening Proposed Clean Fill Sources for Approval

The following procedure will be used to screen proposed clean fill sources.

1. Each potential clean fill source site will be required to provide one or more of the following documents in order to be deemed a viable source site:
 - a. A Phase I ESA and/or Phase II ESA indicating that the soil at the source site meets the Clean Fill Acceptance Standards identified in Section 5.
 - b. A signed letter by a Qualified Person (Q.P.) along with supporting documents confirming that all soil designated for disposal from the source site meet the Clean Fill Acceptance Standards identified in Section 5.
 - c. A Record of Site Condition from the source site indicating that the soil meets the Clean Fill Acceptance Standards identified in Section 5.
2. A Qualified Person (Q.P.) retained by Reid Property Clean Fill Project will review the documents provided by the source site. If the documents from the source site are not stamped by a third party Q.P. and/or in the opinion of the Q.P. retained by Reid, do not adequately characterize the soil, the Q.P. retained by Reid will conduct a site visit to the source site to sample and assess the soil. The number of samples obtained will be based on the volume of soil to be removed from the source site. The Reid Q.P. will consult with the Township Peer Reviewer when determining the number of samples. Following the review of the third party Q.P. source documents and/or the additional

sampling results, the Reid Q.P. will provide a recommendation regarding whether or not the site should be approved as a source site.

3. If the source site is recommended for approval by the Q.P., the clean fill will be accepted.

The following procedure will be used to audit the clean fill that is dumped at the site.

1. On a quarterly basis, the Q.P. will obtain a minimum of one audit sample for every 1000 loads of soil received.
2. Audit sampling results will be kept on file and submitted to the municipality on a quarterly basis.
3. Any time an audit soil sample is found to exceed the clean fill acceptance standards for the site, the Town will be notified and the source site responsible for the soil will be notified. The source site will be identified by cross referencing the grid location and soil type of the audit sample with load locations and soil types recorded at the time of dumping. The Q.P. will delineate the substandard soil through additional sampling and the substandard soil will be excavated and returned to the source site.

7.0 Ticket Process for Tracking Loads of Clean Fill

The following ticketing procedure will be used to track individual loads of clean fill.

1. Each approved clean fill source site will be sold truck tickets equal to the estimated amount of clean fill at the source site.
2. Each ticket will be numbered according to coding system that identifies the specific source site, the contractor, the date of the haul and the associated environmental reports.
3. Trucks that do not have a previously issued ticket will not be permitted to dump their load at the site.
4. Each truck load that is dumped will be visually inspected. If the load is deemed to contain unacceptable material it will be reloaded and trucked offsite.
5. The general location of each load that is dumped will be recorded according to a location grid system that will be developed for the site.
6. The ticket information will be maintained in a database and will be available for review at any time by the Township of Puslinch.

8.0 Site Controls

8.1 Truck Traffic Control

The site entrance will be constructed to comply with Township of Puslinch requirements. A gate will be maintained at the entrance and will be closed during non-operating hours to prevent unauthorized

vehicular traffic on the site. Trucks will be required to present their ticket to a ticket agent that will be located a minimum distance 100 m inside the gate to prevent queuing of truck traffic on Wellington County Road 36. The ticket agent will receive the truck ticket and keep a record of its information.

All trucks leaving the site will be required to travel over two separate “rumble strips” each of a minimum distance of 30 m consisting of gabion stone in excess of 100 mm diameter. The rumble strips will be designed to remove any mud/soil from the truck tires and to prevent any mud or dust from being deposited on the street. The street by the entrance to the site will be carefully monitored to ensure it does not become impacted with mud/dust. If impact is noted, the mud dust will be immediately removed by the operator.

8.2 Sedimentation and Erosion Control

Erosion and sedimentation control fencing (silt fence) will be placed at all site boundaries where natural and/or constructed topography would direct surface water flow off of the site as per the attached Grading Plan. The silt fence shall be heavy-duty as per OPDS 219.130. The erosion and sedimentation control measures will comply with the Site Sedimentation and Erosion Control features as shown on the Site Plan. The site will be inspected daily by the operator and monthly by the Q.P. to ensure that all silt fencing and other required sedimentation and erosion control measures are in good and working condition. The site will be operated such that the placing of the fill will not result in:

- soil erosion
- blockage of a swale, ditch, drainage course or watercourse,
- siltation in a swale, ditch, drainage course or watercourse
- pollution of a swale, ditch, drainage course or watercourse,
- flooding or ponding of abutting lands,
- flooding or ponding caused by a swale, ditch drainage course or watercourse overflowing its banks.

Dust control will be provided on an as required basis through the use of a water truck.

9.0 Operating Hours

Under normal operating conditions the site will be open to receive clean fill from 7:00 am to 7:00 pm Monday to Friday and from 7:00 am to 1:00 pm Saturdays, excluding holidays.

10.0 Site Closure and Restoration

Upon completion of filling operations at the site, the entire site will be covered with 0.4 m of topsoil. The final grade of the site is presented in the Site Plan. The site will be graded such that it is suitable for agricultural purposes. At site closure, all land at the site will either be farmed or will be seeded. Seed mix

will consist of grass and wildflower varieties native to the area. Grasses should comprise no more than 30% of the mixture. Care will be taken to ensure that no invasive species are included in the seed mix.

This Plan has been prepared by:

Maat Environmental Engineering Corp.
1273 North Service Rd. E., Unit F2
Oakville, ON L6H 1A7



Feb 15, 2015

Derek J. Maat M.A.Sc., P.Eng. Q.P.
Senior Environmental Engineer

Attachment E (Complete and insert Document General Page as Page 1)

**TOWNSHIP OF PUSLINCH
SITE ALTERATION AGREEMENT**

B E T W E E N:
THE CORPORATION OF THE TOWNSHIP OF PUSLINCH
- and -
MARC REID AND ANDREA REID

I N D E X

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**TOWNSHIP OF PUSLINCH
SITE ALTERATION AGREEMENT**

THIS AGREEMENT made this _____ day of _____, 2015, pursuant to Section 142 of the Municipal Act, S.O. 2001, as amended.

B E T W E E N:

THE CORPORATION OF THE TOWNSHIP OF PUSLINCH
(hereinafter called the "Township")

PARTY OF THE FIRST PART

- and -

MARC REID AND ANDREA REID
(hereinafter called the "Owner")

PARTY OF THE SECOND PART

W H E R E A S:

- A. The Owner of the property described in Schedule "A" to this Agreement which is the subject matter of an application for Site Alteration Approval pursuant to section 5.2 of the Township by-Law Number 31/12;
- B. The Township requires that the Owner enter into a written agreement to identify approved plans, drawings and specifications and to require that the property be graded and maintained in accordance with the approved documents.

NOW THEREFORE this Agreement witnesseth that in consideration of the premises, other good and valuable consideration and the sum of Two Dollars (\$2.00) of lawful money of Canada, now paid by each of the parties hereto to each of the other parties hereto (the receipt whereof is hereby acknowledged), the parties agree as follows:

ARTICLE 1 - IDENTIFICATION OF LANDS APPROVED FOR DEVELOPMENT

1.1 Legal description

The Owner's property which is the subject matter of this agreement is described in Schedule "A" attached (herein called "the Lands").

ARTICLE 2 - IDENTIFICATION OF PLAN(S)

2.1 Approved plan(s)

The Owner in making application for site alteration approval has agreed to provide to the satisfaction of the Township, plan or plans showing the location of all buildings, structures, facilities, works and site elevations and services existing and proposed and, where required, technical reports, studies monitoring programs and final site restoration. The plan(s) and drawings and reports described in Schedule "B" [hereinafter called the "Approved Plan(s)] shall be deemed to have been approved by the Township upon execution of this Agreement.

2.2 Filing of plan(s)

Five (or such greater number as shall be requested by the Township) copies of the Approved Plan(s) shall be filed with the Township's Clerk.

ARTICLE 3 - SPECIAL REQUIREMENTS

3.1 Additional requirements and provisions

Notwithstanding the approval by the Township of the plans and drawings described in Schedule "B" the parties agree that the additional requirements referred to in Schedule "C" (if any) shall apply to the alteration of the Lands in addition to the information shown on the Approved Plan(s) and in the event of a conflict between the provisions of the Approved Plans and Schedule "C" then the provisions of the latter shall prevail.

ARTICLE 4 - IMPLEMENTATION OF PLAN(S)**4.1 Owner's covenant to implement plan(s)**

The Owner covenants and agrees that all works and features illustrated on the Approved Plan(s) and the additional requirements set out in Schedule "C", if any, shall be constructed, installed, performed or provided as the case may be at the Owner's sole risk and expense and to the satisfaction of the Township.

4.2 Township's right of entry

The Township shall have a right of entry upon the Lands, through employees, agents or contractors to ensure that the provisions of this agreement are complied with at all times.

4.3 Stop work orders

The Township's Chief Building Official shall treat a breach of the terms of this Agreement or covenants contained herein in a manner similar to a breach of the Township's Site Alteration By-Law and shall issue a stop work order until such breach is rectified. The Owner acknowledges that the requirements of this Agreement constitute applicable law for purposes of the Building Code Act.

4.4 Notice to comply

In the event that the Township gives written notice to the registered Owner of the Lands that it has failed to construct, provide or maintain any matter or thing illustrated on the Approved Plan(s) or required by this Agreement, and if the Owner fails to construct, provide or maintain such required matter or thing within thirty (30) days of the date that such notice is mailed by prepaid registered mail to such person at the address for such person set out in Article 11.1 or as shown on the most-recently revised assessment roll then the Township may enter upon the Lands, through employees, agents or contractors and construct, provide or maintain such matter or thing which had been specified in the notice at the expense of the registered Owner of the Land.

ARTICLE 5 - FINANCIAL ASSURANCES**5.1 Security requirement - public lands**

In the event any works are to be performed on municipally or publicly-owned property of any kind which may service the subject lands, the Owner shall, at the time of signing this Agreement and prior to the commencement of work, supply the Township with an unconditional irrevocable Letter of Credit from a chartered Canadian bank, in a form and an amount satisfactory to the Township sufficient to guarantee the satisfactory completion of the works to be constructed or performed by the Owner on municipally or publicly-owned lands and further guaranteeing the workmanship and materials of all such works and matters. The Letter of Credit shall further guarantee payment to the Township of all inspection or other costs that the Township may incur in connection with such works or the preparation and implementation of this Agreement.

5.2 Security requirement - subject lands

In addition to the security to be provided to the Township pursuant to Article 5.1, the Owner shall at the time of signing this Agreement and prior to the commencement of work, unless such requirement is specifically waived in writing by the Township, supply the Township with an unconditional irrevocable Letter of Credit from a chartered Canadian bank, in a form and an amount satisfactory to the Township sufficient to guarantee the satisfactory completion of the work and facilities to be provided on the Lands pursuant to the Approved Plan(s) and this Agreement and further guaranteeing the workmanship and materials of all such works and matters. The Letter of Credit shall further guarantee payment to the Township of all inspection or other costs that the Township may incur in connection with such works or the preparation and implementation of this Agreement.

5.3 Township's right to draw upon security

In the event that the Owner fails to comply with a notice given to him pursuant to Article 4.4 hereof the Township shall be at liberty to draw upon the security provided to it pursuant to this Article to pay for the cost of any work undertaken by it or on its behalf pursuant to such notice and to pay the costs incurred by the Township in the administration and implementation of this Agreement.

5.4 Release of Security

The security provided under this Article, or the amount thereof remaining after draws referred to in Article 5.3, shall be delivered or repaid to the Owner after all of the works have been completed in each stage to the satisfaction of the Township's authorized personnel.

5.5 Township's Expenses

The Owner agrees to pay to the Township all reasonable costs incurred by the Township in connection with the undertaking to alter this site which, without limiting the generality of the foregoing, shall include all expenses of the Township heretofore and hereinafter incurred for legal, engineering, surveying, planning and inspection services, extra Council meetings, if any, and employees' extra time, if any, and shall pay such costs from time to time forthwith upon demand, provided, if such costs be not paid forthwith same shall bear interest from the date which is 10 days following the date of demand to the date of payment at two (2) percentage points in excess of prime rate of interest charged by the Canadian Imperial Bank of Commerce during such period.

ARTICLE 6 - INDEMNIFICATION

6.1 Owner's agreement to indemnify

The Owner agrees on behalf of himself, its heirs, executors, administrators and assigns to save harmless and indemnify the Township, and, if applicable, the County of Wellington, and their respective officials employees and agents, from all losses, damages, costs, charges and expenses which may be claimed or recovered against the Township or the County of Wellington, as the case may be, by any person or persons arising either directly or indirectly as a result of any action taken by the Owner pursuant to or implementing the terms of this Agreement.

ARTICLE 7 - LIABILITY INSURANCE

7.1 When liability insurance required

In the event that work is to be performed by the Owner, its servants, agents or contractors on lands owned by the Township, or the County of Wellington, the Owner shall supply the Township or the County of Wellington with written evidence of a current comprehensive liability insurance policy in form satisfactory to the Township, holding the Township (and if applicable the County of Wellington) harmless for any and all claims for damages, injuries or losses in connection with the work done by or on behalf of the Owner, its servants, agents or contractors on or adjacent to the Lands in an amount of not less than Two Million (\$2,000,000.00) Dollars inclusive. The Township (and if applicable the County of Wellington) are to be named as insured parties in the said policy.

ARTICLE 8 - TIME LIMITS FOR COMPLETION

8.1 Consequences of delay

In the event that a site alteration permit is not issued and re-grading has not commenced within one year from the date of this Agreement, or if the works and facilities contemplated in the Approved Plan(s) are not fully completed within two (2) years from the date of this Agreement, the conditions of approval and provisions of this Agreement will be reviewed and may be subject to revision by the Township by notice in writing to the Owner which revisions shall be accepted and implemented by the Owner.

8.2 Phasing of Site Alteration Works

The Owner agrees that all works and features illustrated on the Approved Plan(s) shall represent the total alterations on the property. The Owner also agrees that any future development beyond the approved plans will be subject to any additional plans, agreements and provisions as required by the Township.

ARTICLE 9 - MAINTENANCE OBLIGATIONS

9.1 General covenant to maintain and repair

The Owner agrees that all of the facilities, works and features illustrated on the Approved Plan(s) shall be maintained and kept in good repair at the Owner's sole risk and expense and to the satisfaction of the Township. In the event that the Township gives written notice to the Owner or the of the Lands that maintenance or repair of any matter required to be provided by this Agreement is to be undertaken, and if the Owner fails to undertake such required maintenance or repair within thirty (30) days of the date that such notice is mailed by prepaid registered mail to such person at the address for such person set out in Article 11.1 or as shown on the most-recently revised assessment roll then the Township may enter upon the Lands, through employees, agents or contractors and perform such maintenance or repairs which had been specified in the notice at the expense of the registered Owner of the Land.

9.2 Specific maintenance obligations

The Owner covenants with the Township as follows:

(a) that it shall at all times maintain the installations, structures and facilities illustrated on the Approved Plan(s) and described in Schedule "B", if applicable, in good condition and repair;

(b) that it shall ensure that all required environmental control and or monitoring devices identified on the Approved Plan(s) are properly maintained and protected from damages at all times.

In the event that the Owner of the Lands, is in breach of any of the covenants in this Article then the provisions of Article 11.2 hereof shall apply.

ARTICLE 10 - REGISTRATION OF AGREEMENT10.1 Registration prior to permit issuance

This Agreement will be registered against the title to the Lands and the Owner will pay for the cost of registration.

ARTICLE 11 - GENERAL PROVISIONS11.1 Notices

Any notice, invoice or other writing required or permitted to be given pursuant to this agreement (including notice of a change of address) shall be deemed to have been given if delivered personally to the party or to an officer of the applicable corporation or if delivered by prepaid first class mail, on the third (3rd) day after mailing. The address for service of each of the parties is as follows:

Owner: Marc Reid and Andrea Reid
7827 Wellington Road 36
Moffat, ON L0P 1J0

Township: The Corporation of the Township of Puslinch
7404 Wellington Road 34
RR 3
Guelph, ON N1H 6H9

To any other person: at the address shown for such person in the last revised assessment roll or the latest address for such person as shown in the Township's records.

11.2 Township costs recoverable like taxes

Notwithstanding any other remedy available to the Township, the Owner acknowledges and agrees that any expense incurred by the Township in connection with the approval of the Approved Plans or the preparation, registration, administration, implementation and enforcement of this Agreement, and specifically the maintenance obligations in Article 9, may be recovered by the Township in like manner as municipal taxes pursuant to the provisions of Section 326 of the Municipal Act.

11.3 Waiver

It is expressly understood and agreed that the remedies of the Township under this Agreement are cumulative and the exercise by the Township of any right or remedy for the default or breach of any term, covenant, condition or agreement herein contained shall not be deemed to be a waiver or alter, affect or prejudice any other right or remedy or other rights or remedies, to which the Township may be lawfully entitled for the same default or breach; and any waiver by the Township of the strict observance, performance or compliance by the Owner or with any term, covenant, condition or agreement herein contained, or any indulgence granted by the Township to the Owner shall not be deemed to be a waiver of any subsequent default or breach by the Owner, nor entitle the Owner to any similar indulgence heretofore granted.

11.4 Covenants as restrictive covenants

So far as may be, the covenants of the Owner herein shall be restrictive covenants running with the land for the benefit of the adjoining lands of the Township or such of them as may be benefited thereby and shall be binding on the Owner, its heirs, executors, administrators, successors and assigns as Owner and occupier of the said land from time to time.

11.5 No permit if money owed to Township

The Owner hereby agrees to pay all municipal taxes on the Lands which may be in arrears at the time of signing this Agreement and shall ensure that all taxes are paid up to date with respect to the Lands. Additionally, the Owner shall ensure that all taxes owing by him to the municipality on all other properties owned by the Owner elsewhere in the Township and any other accounts owing by him to the Township are also paid up to date. No site alteration permit will be issued with respect to the Lands until this Article has been complied with.

11.6 Number and Gender

It is agreed between the parties hereto that the appropriate changes in the number and gender shall be implied where the context of this Agreement and any schedules hereto so require in order that the Agreement and any part thereof shall be construed to have its proper and reasonable meaning.

11.7 Headings and Index

All headings and sub-headings and the Index within this agreement are incorporated for ease of reference purposes only and do not form an integral part of the Agreement.

11.8 No assignment without consent

The Owner shall not assign this Agreement until all works and facilities required by this Agreement have been

completed without the prior written consent of the Township, which consent will not be unreasonably withheld.

11.9 Ultra vires terms

If any term of this Agreement shall be found to be Ultra Vires of the Township, or otherwise unlawful, such term shall conclusively be deemed severable and the remainder of this Agreement mutatis mutandis shall be and remain in full force and effect.

11.10 Owner's acceptance of agreement

The Owner shall not call into question, directly or indirectly, in any proceedings whatsoever in law or in equity or before any administrative tribunal the right of the Township to enter into this Agreement and to enforce each and every term of this Agreement and this Agreement may be pleaded as an estoppel against the Owner in any such proceedings.

11.11 Enurement

This Agreement shall enure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns.

IN WITNESS WHEREOF the Parties hereto have hereunto set their hands and seals or where applicable have caused to be affixed their corporate seals under the hands of their duly authorized officers in that behalf.

THE CORPORATION OF THE TOWNSHIP OF PUSLINCH

per:

Dennis Lever, Mayor

per:

Karen Landry, CAO/Clerk

I/We have authority to bind the Corporation

SIGNED, SEALED AND DELIVERED

in the presence of:

per:

Marc Reid

per:

Andrea Reid

SCHEDULE "A"

DESCRIPTION OF LANDS

Part of Lot 31, Concession 10 Township of Puslinch, County of Wellington,

Lot	Area (Acres)	Area (Sq. Ft.)	Area (Sq. Yds.)
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SCHEDULE "C"**ADDITIONAL REQUIREMENTS (in addition to matters shown on Approved Plan(s))****INSPECTIONS**

Every Permit Holder shall ensure that a request is made to the Chief Building Official by the Permit Holder or his/her authorized agent to make inspections at the commencement and completion of the work that is the subject of the Permit, and to make any such further inspection(s) as may be required by the Chief Building Official.

TERM OF PERMIT AND PERMIT RENEWAL

Any Permit issued pursuant to this agreement shall be valid for a period of one year from the date of issuance unless revoked in accordance with this agreement.

A Permit which has expired may be renewed by the Chief Building Official within a six month period from the date of expiry upon the making of a written request to the Chief Building Official accompanied by a payment of one-half of the original Permit fee, provided that the proposed work which was the subject of the Permit, has not been revised. A permit that has been renewed in accordance with this section shall not be renewed again.

TRANSFER OF SITE

If registered ownership of the Site for which a Permit has been issued is transferred while the Permit remains in effect and outstanding, the new Owner shall, prior to the closing of the transfer;

1. provide the Township with its written undertaking to comply with all of the conditions under which the Permit was issued; and
2. provide security in a form and amount acceptable to the Chief Building Official, at which time any security previously provided by the original Permit Holder shall be released;
3. and failing which the Permit shall be deemed to be cancelled as of the date of the transfer.

REGULATIONS

In addition to the other requirements of this agreement, no Person shall Place or Dump, or cause or permit the Placing or Dumping of Fill on, or alter or cause or permit the Alteration of the Grade of, or remove or cause or permit the removing of any Topsoil from any land in the Township of Puslinch, including any lands which are submerged under any watercourse or other body of water unless:

1. it is done with the consent of the Owner of the Site where the Fill is to be Placed or Dumped, the Grade altered or the Topsoil removed;
2. all Fill to be used includes only Soil, stone, sod or other material acceptable to the Chief Building Official and that such material is clean and free of any glass, plastics, rubber, metals, liquid, garbage and/or contaminants;
3. the Drainage system for the Site is provided in accordance any Permit issued hereunder and as otherwise required by law, and in accordance with proper engineering standards and practices and will not result Erosion, blockage, siltation or contamination of a water course, flooding or Ponding;
4. the Fill is Placed or Dumped, any Retaining Wall containing such Fill is erected, the Grade is altered, or the Topsoil is removed, in such a manner that no flooding, Ponding, or other adverse effects are caused on other lands.

Every Person to whom a Permit is issued pursuant to this by-law shall, in addition to any conditions of the Permit;

1. provide a Retaining Wall where required by the Chief Building Official which does not encroach upon abutting lands, either above or below Existing Grade, and such Retaining Wall shall be constructed to the satisfaction of the Chief Building Official and comply with

- the requirements of the Ontario Building Code.
2. ensure that the Finished Grade surface is protected by sod, turf, seeding for grass, Vegetation, asphalt, concrete or other similar means, or combination thereof;
 3. ensure that Fill shall not be Placed or Dumped around the perimeter of any existing building in contravention of the requirements of the Ontario Building Code;
 4. ensure that no trench in which piping is laid forming part of the Drainage system shall be covered and backfilled until the work has been inspected and approved by the Chief Building Official.
 5. provide such protection for trees as may be required by the Chief Building Official;
 6. provide siltation control measures as may be required by the Chief Building Official;
 7. ensure that the work that is the subject of the Permit does not soil or otherwise foul any municipal roads. In the event that this occurs, the Person to whom the Permit was issued shall, in accordance with the Township's by-law to prohibit the obstructing, encumbering, injuring or fouling of highways and bridges, as amended from time to time, ensure that the road(s) affected are cleaned to the satisfaction of the Township Road Superintendent.
 8. ensure that all conditions of the Permit issued pursuant to this by-law and any requirements of this by-law are fulfilled to the satisfaction of the Chief Building Official;
 9. ensure the work that is the subject of the Permit does not occur in areas regulated by a Conservation Authority or approval agency without written approval of the respective regulatory agency, and in the event this occurs, ensure that the affected areas are restored to the satisfaction of the Chief Building Official.

EXEMPTIONS

The provisions of this agreement do not apply to;

1. activities or matters undertaken by a municipality or a local board of a municipality;
2. the Placing or Dumping of Fill, removal of Topsoil or Alteration of the Grade of land imposed as a condition to the approval of a site plan, a plan of subdivision or a consent under section 41, 51, or 53, respectively, of the Planning Act or as a requirement of a site plan agreement or subdivision agreement entered into under those sections;
3. the Placing or Dumping of Fills, removal of Topsoil or Alteration of the Grade of land imposed as a condition to a development permit authorized by regulation made under section 70.2 of the Planning Act or as a requirement of an agreement entered into under that regulation;
4. the Placing or Dumping of Fill, removal of Topsoil or Alteration of the Grade of land undertaken by a transmitter or distributor, as those terms are defined in section 2 of the Electricity Act, 1998, for the purpose of constructing and maintaining a transmission system or a distribution system, as those terms are defined in that section;
5. the Placing or Dumping of Fill, removal of Topsoil or Alteration of the Grade of land undertaken on land described in a licence for a pit or quarry or a permit for a wayside pit or wayside quarry issued under the Aggregate Resources Act;
6. the Placing or Dumping of Fill, removal of Topsoil or Alteration of the Grade of land undertaken on land in order to lawfully establish and operate or enlarge any pit or quarry on land,
 - a. that has not been designated under the Aggregate Resources Act or a predecessor of that Act, and
 - b. on which a pit or quarry is a permitted land use under a by-law passed under section 34 of the Planning Act;
7. the Placing or Dumping of Fill, removal of Topsoil or Alteration of the Grade of land undertaken as an incidental part of drain construction under the Drainage Act or the Tile Drainage Act, 2001;
8. topdressing of lawns with Topsoil provided the ground elevation of the lands is not increased by more than two hundred (200) millimeters;
9. cultivation or tilling of garden beds so long as such work does not have an adverse effect on existing Drainage patterns on neighbouring properties;
10. excavation of Soil involving an area of less than nine square metres and a depth of less than 0.5 meters having no significant impact on trees, ground cover, Vegetation, watercourses, or storm water swales and not altering or creating a slope at greater than 8%;
11. minor landscaping works which are at least 0.3 metres from any property line and do not impact Drainage patterns on neighbouring properties; and

12. the removal of Topsoil as an incidental part of a normal agricultural practice, including such removal as an incidental part of sod-farming, greenhouse operations and nurseries for horticultural products, provided however that this provision shall not exempt from the by-law the removal of Topsoil for sale, exchange or other disposition.

If a regulation is made under section 28 of the Conservation Authorities Act respecting the Placing or Dumping of Fill, removal of Topsoil or Alteration of the Grade of land in any area of the Township, this by-law is of no effect in respect of that area.

CEASE AND DESIST ORDER

Where an Owner or any other Person is in contravention of the agreement, the Chief Building Official or an Officer may make an Order directing that the Owner or such Person cease any or all of the work immediately.

WORK ORDER

Where a Permit has been issued and an Owner or Permit Holder is in contravention of this agreement, the Chief Building Official or an Officer may issue a Work Order directing the Owner or Permit Holder, within the time set out in the Order, to take such steps as are necessary so that the work which was the subject of the Permit is completed in accordance with the approved Permit, plans, documents and other information upon which the Permit was issued.

ORDER FOR REMOVAL

Where a Permit has not been issued and any Person is in contravention of this agreement, the Chief Building Official or an Officer may issue an Order for Removal requiring the Person to restore the property to a condition it was prior to commencement of such work, to the satisfaction of the Chief Building Official, within the time set out in the Order.

COMPLIANCE WITH ORDERS

Any Person to whom a Cease and Desist Order, a Work Order or an Order for Removal is issued pursuant to this agreement shall comply with the terms of such Order, within the time set out therein.

Where an Owner of land to whom a Work Order is issued fails to perform the work required by the Order, the Township, in addition to any other remedy, may perform such work at the Owner's expense and may recover the cost incurred by adding the costs to the tax roll and collecting them in the same manner as property taxes.

ENFORCEMENT

The administration and enforcement of this agreement, shall be performed by the Chief Building Official and by those Persons designated as By-Law Officers of the Township, as may be amended from time to time.

1. The Chief Building Official and Officers may, at any reasonable time, enter and inspect any land to determine whether this agreement, a Cease and Desist Order, a Work Order or an Order for Removal, a condition to a Permit issued pursuant to this agreement, or a Court Order relating to this agreement is being complied with.
2. For purposes of an inspection under (1), the Chief Building Official and Officer may;
 - a. require the production for inspection of documents or things relevant to the inspection;
 - b. inspect and remove documents or things relevant to the inspection for the purpose of making copies or extracts;
 - c. require information from any Person concerning a matter related to the inspection; and
 - d. alone or in conjunction with a Person possessing special or expert knowledge, make examinations or take tests, samples or photographs necessary for the purpose of the inspection.
3. No Person shall obstruct the Chief Building Official or an Officer in carrying out an

- inspection or exercising his or her powers or duties under this by-law.
4. No Person shall fail to produce any information required by the Chief Building Official or an Officer pursuant to clause 29(2) of this by-law.

SERVICE

Any service required to be given under this agreement is sufficiently given if delivered personally or sent by registered mail to the Owner at the last known address of the Owner of the land.

Where service is effected by registered mail, it shall be deemed to be made on the fifth (5) day after the date of mailing.

PERMIT CONDITIONS

All Permit Holders shall:

1. Notify the Chief Building Official in writing within 48 hours of commencing any Land Disturbance;
2. Notify the Chief Building Official in writing of the completion of any control measures within fourteen (14) days after their installations;
3. Obtain permission in writing from the Chief Building Official prior to modifying the Control Plan;
4. Install all control measures as identified in the approved Control Plan;
5. Maintain all road Drainage systems, stormwater Drainage systems, control measures and other facilities identified in the Control Plan;
6. Repair any siltation or Erosion damage to adjoining surfaces and Drainage ways resulting from land developing or disturbing activities;
7. Inspect the construction control measures at least once per week and after each rainfall of at least 1 centimetre and make needed repairs;
8. Allow employees of the Township to enter the Site for the purpose of inspecting for compliance with the Control Plan or for performing any work necessary to bring the Site into compliance with the Control Plan; and
9. Maintain a copy of the Control Plan and Operational Procedures Manual on the Site.

The Township shall:

1. Upon the failure by the Permit Holder to complete all or part of the works in the time stipulated in the Control Plan, may draw the appropriate amount from the securities posted and use the funds to arrange for the completion of the said works, or any part thereof;
2. Upon the failure by the permit Holder to repair or maintain a specific part of the works as required by the Township, and in the time requested, the Township may at any time authorize the use of all or part of the securities to pay the cost of any part of the works it may in its absolute discretion deem necessary; or
3. In the case of emergency repairs or clean-up, the Township may undertake the necessary works at the expense of the Permit Holder and reimburse itself out of securities posted by the applicant or to add to the cost of the works to the real property tax roll to be collected in like manner as taxes.

TRUCK HAUL ROUTE

The truck haul route shall at all times be restricted as illustrated on the 'Truck Route Map' as described in Schedule "B". The truck haul route shall not be modified without prior approval from the Township. Additional security for the protection of Township roads may apply if changes from the route presented herein are requested.

ENVIRONMENTAL CONTROL PROGRAM

The Owner is responsible to verify the type and quality of fill material to be imported to the site. All fill material must comply with the parameters as set out in Ontario Regulation 153/04, as amended, and Table 1 of the "Soil, Groundwater and Sediment Standards for Use under Part XV.1 of the Environmental Protection Act". Where the concentration of elements or compounds naturally exceed Table 1 standards, the applicant must obtain a certificate from a qualified professional attesting that

the fill material is not or will not likely to be a source of contamination. The intent of this quality control is to prevent the importation of material that is of lower chemical quality standard than on-site material.

Laboratory analysis of soil samples should include metals and inorganics (including Sodium Absorption Ratio (SAR), Electrical Conductivity (EC)), Petroleum Hydrocarbons (PHCs -F1-F4 and BTEX) and Polycyclic Aromatic Hydrocarbons (PAHs).

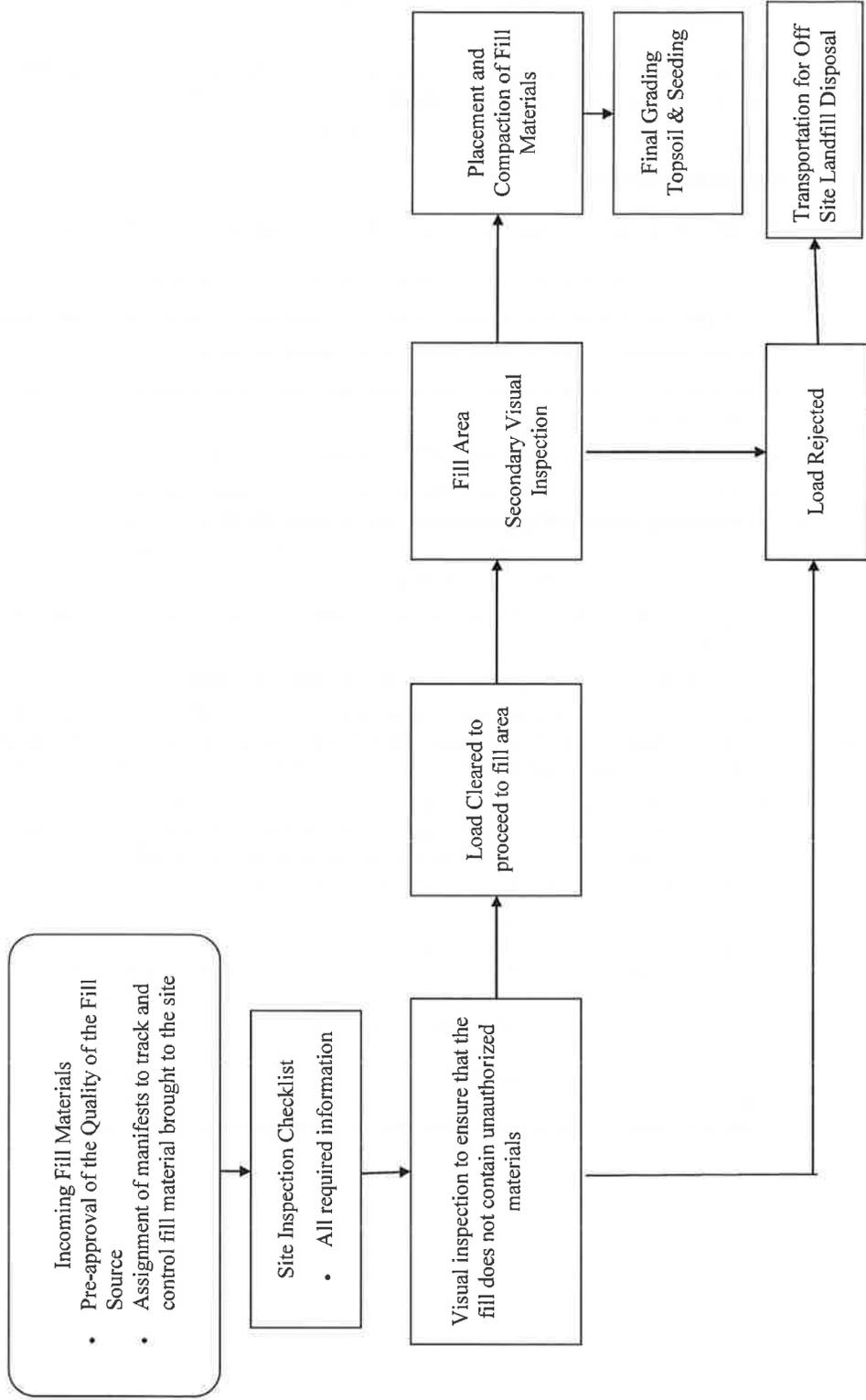
Operational Standards

The following criteria are standards for the maintenance and operation of the fill area:

1. Site personnel will receive specialized training for their specific work tasks.
2. The placement of clean fill material at the site will be adequately and continually supervised.
3. Clean material will be placed in an orderly manner at the fill area.
4. Procedures will be established, signs posted, and safeguards maintained for the prevention of on-site accidents.
5. Vehicular access to the property will be by roadway closed by a gate capable of being locked.
6. Access roads and on-site roads will be provided so that vehicles hauling clean material to and on the site may travel readily under all normal weather conditions.
7. Access to the site will be limited to times when an attendant is on duty and accessible only to persons authorized to deposit clean material at the fill area.
8. Drainage passing over or through the site will not adversely affect adjoining property. Natural drainage will not be obstructed.
9. Clean fill material will be placed in such manner that groundwater aquifers will not be impaired.
10. If groundwater contamination not consistent with the Reasonable Use Criteria as described in Ontario Ministry of the Environment Policy 19-08 is encountered, action will be taken to isolate the source of contamination and effectively prevent the egress of contaminants from the Site.
11. Where there is a possibility of groundwater pollution resulting from the operation of the fill area, samples will be taken and tests made by the owner of the site to measure the extent of contamination and, if necessary, measures will be taken for the collection and treatment of contaminants and for the prevention of groundwater pollution.
12. When the fill area has reached its limit of fill, a final cover of soil will be designed and constructed to a grade capable of supporting vegetation and that minimizes erosion. All slopes will be designed to drain runoff away from the cover and to prevent water from ponding. No standing water will be allowed anywhere in or on the completed fill area. The fill area will then be seeded with vegetation to minimize wind and water erosion. The vegetation used will be compatible with (i.e., grow and survive under) the local climatic conditions and may include a diverse mix of native and introduced species consistent with the post closure land use. However, highly invasive alien plants are not acceptable for planting on fill sites. Temporary erosion control measures will be undertaken while vegetation is being established.

ENVIRONMENTAL CONTROL PROGRAM

OPERATIONAL FLOWCHART



ENVIRONMENTAL CONTROL PROGRAM

Fill Screening Procedures

The initial inspection of the truck and its load of clean fill will include a review of the chain of custody provided by the transporter and a visual inspection of the fill for signs of contamination. If, at any point during the visual inspection there is evidence that the fill may be contaminated it will be rejected.

The attached Fill Inspection Checklist will be used to record and document the chain of custody and all initial and secondary inspections.

The first procedure for the site inspector will be to record the load number, truck number, the name of the company hauling the fill, the driver's name and ensure that the transporter provides a chain of custody (refer to check list). The chain of custody will include a record for the fill being delivered, from its place of origin to the site.

The chain of custody will include information concerning the clean fill, the transport of the clean fill, and the truck itself. Information pertaining to the clean fill should include: place of origin; soil constituents; proof that the fill is clean; and copies of analyses to provide evidence that the soil is not contaminated. Records pertaining to the transport should include: a list of all drivers involved in the haulage of the clean fill from its place of origin to the Site; documentation of all stops made from the place of origin to the Site; documentation that ensures the truck is at the proper location. Records of transport cleaning and sanitation procedures for the truck and loading equipment should also be provided upon request to ensure that the fill has not been contaminated by previously transported materials.

An initial visual inspection of the clean fill will occur while the fill is still in the truck and, if the fill is deemed satisfactory, a secondary visual inspection will be performed when the fill is being dumped in the designated fill area. Both initial and secondary inspections will include a first-hand observation of the following:

- odours
- usual clumping
- hazardous materials (biomedical, flammable etc.)
- food, household waste
- discoloration
- viscosity (liquids and sludge)
- putrescible wastes
- any other unauthorized materials

Initial and secondary inspections will include the raking and probing of the fill in order to agitate the soil and bring underlying soil to the surface so that an accurate representation of the soil may be inspected.

If there is evidence that the soil may be contaminated the site inspector will reject the load.

When either the initial or secondary inspections provide evidence that the soil is not clean the truckload will be refused and directed to the appropriate licensed waste disposal facility. The site supervisor will document what was found, why the load was refused and to which facility the load was directed.

ENVIRONMENTAL CONTROL PROGRAM

Fill Inspection Checklist

<u>Fill Site:</u>		<u>Date:</u>	<u>Ticket No:</u>
		<u>Time:</u>	<u>Inspected by:</u>
<u>Driver Information:</u>		<u>No. of Loads:</u>	<u>Quantity:</u>
Company: _____			m ³
Truck No: _____			
Driver's Name: _____		ACCEPTED	REJECTED
<u>Source Information:</u>		<u>Report Provided at Source:</u>	<u>Type of Fill: (Check appropriate box)</u>
Address: _____		YES NO	RESIDENTIAL
_____			INDUSTRIAL
_____			AGRICULTURAL
<u>Visual Inspection Report:</u>		<u>Load(s) Contains Clean Fill</u>	
Primary Inspection		YES	NO
If "NO" complete the following:			
Secondary Inspection		YES	NO
1	Odours		
2	Unusual Discoloration		
3	Hazardous Materials (Biomedical, Flammable)		
4	Food/Domestic Waste		
5	Liquid or Sludge		
6	Construction Materials (Wood, Drywall etc.)		
7	Scrap Metals		
8	Vegetation (Stumps/Sod)		
9	Asphalt		
10	Other (Describe)		
<u>Comments:</u>			

ENVIRONMENTAL CONTROL PROGRAM

Groundwater Monitoring

Procedures for the Groundwater Monitoring Program

To monitor the quality of groundwater migrating off-site a minimum of three monitor wells will be installed down gradient from the fill area as shown on the Site Grading Plan. Periodic analytical testing of the groundwater will be conducted to ensure that groundwater quality is not degraded as a result of the site alteration. Initial groundwater samples must be taken to establish the base line parameters of the existing groundwater quality before the filling operation.

The following is an outline of the items related to the groundwater monitoring program that are addressed in the Environmental Control Program:

The impacts of the seepage of leachate from the fill area will be assessed in a systematic fashion using the techniques described below.

Procedures for performing the groundwater assessment:

1. The concentration of constituents in the groundwater will be determined from laboratory analyses of groundwater samples collected down gradient from the fill area.
2. Acceptable groundwater assessment. The groundwater quality will be considered acceptable if the post site alteration groundwater quality is within 5% of the existing groundwater quality and there are no statistically increasing trends in chemical concentrations indicative of degrading water quality conditions.

Design, Construction and Operation of Groundwater Monitoring Systems

All fill areas, will be identified and studied through a network of monitoring wells operated during the active life of the fill area and for two years after closure. Monitoring wells designed and constructed as part of the monitoring network will be maintained along with records that include, but are not limited to, well location, well size, type of well, the design and construction practice used in its installation and well and screen depths.

a. Standards for the location of monitoring points:

1. Monitoring points will be established at sufficient locations down gradient with respect to groundwater flow to detect discharge of potential contaminants from within the fill area.
2. Monitoring wells will be located in stratigraphic horizons that could serve as contaminant migration pathways.
3. Monitoring wells will be established as close to the potential source of discharge as possible without interfering with the fill operations, and within half the distance from the edge of the potential source of discharge to property line down gradient, with respect to groundwater flow, from the source.
4. A minimum of at least three monitoring wells will be established at the property line and will be located down gradient from the fill area with respect to groundwater flow. Such well or wells will be used to monitor any statistically significant increase in the concentration of any constituent and will be used for determining compliance with applicable groundwater quality parameters.

b. Standards for monitoring well design and construction:

1. All monitoring wells will be cased in a manner that maintains the integrity of the borehole. The casing material will be inert so as not to affect the water sample. Well casings requiring a solvent-cement type coupling will not be used.

2. Wells will be screened to allow sampling only at the desired interval. Annular space between the borehole wall and well screen section will be packed with gravel or sand sized to avoid clogging by the material in the zone being monitored. The slot size of the screen will be designed to minimize clogging. Screens will be fabricated from material expected to be inert with respect to the constituents of the groundwater to be sampled.
 3. Annular space above the well screen section will be sealed with a relatively impermeable, expandable material such as a cement/bentonite grout, which does not react with or in any way affect the sample, in order to prevent contamination of samples and groundwater and avoid interconnections. The seal will extend to the highest known seasonal groundwater level.
 4. The annular space will be back-filled from an elevation below the frost line and mounded above the surface and sloped away from the casing so as to divert surface water away.
 5. The annular space between the upper and lower seals and in the unsaturated zone may be back-filled with uncontaminated cuttings.
 6. All wells will be covered with caps and equipped with devices to protect against tampering and damage.
 7. All wells will be developed to allow free entry of water to minimize turbidity of the sample and minimize clogging.
 8. Other sampling methods and well construction techniques may be utilized if they meet Provincial water well construction standards.
- c. Standards for Sample Collection and Analysis
1. The groundwater monitoring program will include consistent sampling and analysis procedures to assure that monitoring results can be relied upon to provide data representative of groundwater quality in the zone being monitored.
 2. The operator will utilize procedures and techniques to insure that collected samples are representative of the zone being monitored and that prevent cross contamination of samples from other monitoring wells or from other samples.
 3. The operator will establish a quality assurance quality control program for groundwater sample collection.
 4. The operator will institute a chain of custody procedure to prevent tampering and contamination of the collected samples prior to completion of analysis.

Groundwater Monitoring Program

- a. The operator will implement a monitoring program in accordance with the following requirements:
1. Monitoring schedule and frequency:
 - A. The monitoring period will begin as soon as a fill permit is issued. Monitoring will continue for a minimum period of two years after closure. The operator will sample all monitoring points on a quarterly basis.
 - B. The monitoring frequency may change on a well by well basis to an annual schedule if all constituents monitored within the zone of attenuation are less than or equal to Standards criteria for three consecutive quarters. However, monitoring will return to a quarterly schedule at any well where a statistically significant increase is determined to have occurred in the concentration of any constituent with respect to the previous sample.
 - C. Monitoring will be continued for a minimum period of two years after closure. Monitoring beyond the minimum period may be discontinued if no statistically significant increase is detected in the concentration of any constituent above that measured and recorded during the immediately preceding schedule sampling for three consecutive quarters.

2. Criteria for choosing constituents to be monitored:
 - A. The operator will monitor each well for constituents that will provide a means for detecting groundwater contamination. Constituents will be chosen for monitoring if the constituent appears in, or is expected to be in, the leachate.
 - B. One or more indicator constituents, representative of the transport processes of constituents in the leachate, may be chosen for monitoring in place of the constituents it represents.
- b. If the analysis of the monitoring data shows that the concentration of one or more constituents is attributable to the fill operations and exceeds pre-approval concentrations, then the operator will conduct a groundwater impact assessment. The assessment monitoring program will be conducted in accordance with the following requirements:
 1. The impact assessment will be conducted to collect additional information to assess the nature and extent of groundwater contamination, which will consist of, but not be limited to, the following steps:
 - A. More frequent sampling of the wells in which the observation occurred;
 - B. More frequent sampling of any surrounding wells;
 - C. The placement of additional monitoring wells to determine the source and extent of the contamination; and
 - D. Monitoring of additional constituents to determine the source and extent of contamination.
 2. If the analysis of the assessment monitoring data shows that the concentration of one or more constituents monitored is above the applicable groundwater quality standards and is attributable to the fill operations, the operator will determine the nature and extent of the groundwater contamination, including an assessment of the continued impact on the groundwater should additional fill continue to be accepted at the facility, and will implement remedial action.

Plugging and Sealing of Drill Holes

- a. All drill holes, including exploration borings that are not converted into monitoring wells, monitoring wells that are no longer necessary to the operation of the site, and other holes that may cause or facilitate contamination of groundwater shall be sealed in accordance with the Ontario Regulation 903.

SCHEDULE "D"
FINANCIAL SECURITIES

1.0 SECURITY FOR SITE ALTERATION MEASURES

Pursuant to Article 5 of this Agreement the Owner is to provide security in the form of an unconditional irrevocable Letter of Credit, for the applicant's obligations under the By-law and any Permit issued, and such requirements as the Chief Building Official considers necessary to ensure that the work which is the subject of the Permit is completed in accordance with proper engineering standards and practice, this By-law, and the terms and conditions of the Permit. Said agreement may be registered on title. The Mayor and the Township Clerk are hereby authorized to execute any such agreement on behalf of the Township.

- 1.1 The Letter of Credit or agreement must remain in effect for the full duration of the Permit. Any Letter of Credit or agreement and its subsequent renewal forms shall contain a clause stating that thirty (30) days written notice must be given to the Township prior to its expiry or cancellation.
- 1.2 The Letter of Credit shall contain a clause stating that in the event that the Township receives notice that a Letter of Credit is expiring and will not be renewed and further or additional securities are not provided forthwith, the Township may draw on the current Letter of Credit at the discretion of the Chief Building Official. The Permit Holder agrees that any interest accruing on the realized security shall belong to the Township and not to the Permit Holder.

2.0 GUARANTEE OF SITE WORKS

- 2.1 The applicant shall provide the Township with a letter of credit in the amount of \$100,000.00 to guarantee that the works will be completed in accordance with the approved plans and documents.

3.0 PROTECTION OF TOWNSHIP HIGHWAYS

- 3.1 This requirement shall come into effect between the Township of Puslinch and the owner (or its authorized agent) of private lands adjacent to a Township Highway when the owner has initiated an undertaking that may cause injurious effects to Township Highways.
- 3.2 When it is determined by the Township Road Superintendent or designate, that the scope of a private undertaking will foul, damage, obstruct, injure or encumber the Township's highways; the owner shall provide financial securities to the Township to compensate for all such manners of maintenance and restitution that may result from the owner's actions on the thoroughfare.
- 3.3 With regards to the security deposit:
 - 3.3.1 The Township Road Superintendent shall determine the value of the financial securities required by the Township.
 - 3.3.2 The valuation of the security deposit will be an estimate based upon the scope of the owner's undertaking and potential costs to maintain and restore the Township highways to their existing conditions prior to the initiation of the undertaking.
 - 3.3.3 The minimum security deposit shall be \$1,000.00.
 - 3.3.4 At any time during the course of the owner's undertaking, the Township Road Superintendent may draw upon the securities posted by the owner to clean, maintain, repair or control the effects of the owner's undertaking on the Township highways.

- 3.3.5 Should the Township Road Superintendent determine that highway maintenance or restitution costs resulting for the owner's undertaking will exceed the estimated security deposit; the owner shall forthwith provide the additional securities as deemed necessary by the Roads Superintendent.
- 3.3.6 Upon the completion of the owner's undertaking, the Township will inspect the adjacent Township highways and refund the balance of the unused security deposit. Similarly, the owner will immediately reimburse the Township upon its demand for any and all additional funds expended to maintain, repair or correct any deficiencies to the Township's highways as a result of the owner's undertaking.
- 3.4 The security deposit to be posted with the Township shall be in the form of an unconditional irrevocable Letter of Credit.
 - 3.4.1 The deposit must remain in effect for the full duration of the owner's undertaking or until such additional time as the Township Roads Superintendent deems necessary due to the season of the activities.
 - 3.4.2 Any letter of credit and its subsequent renewal forms shall contain a clause stipulating that thirty (30) days written notice must be given to the Township prior to its expiry or cancellation.
 - 3.4.3 The Letter of Credit shall contain a clause stating that in the event that the Township receives notice that the Letter of Credit is expiring and will not be renewed and further or additional securities are not provided forthwith, the Township may draw upon the current Letter of Credit at the discretion of the Township Treasurer.
- 3.5 In the case of emergency repairs or clean-up the Township Road Superintendent may undertake the necessary works at the expense of the owner and draw upon the securities posted by the owner.
- 3.6 All decisions of the Township's Road Superintendent shall be final with respect to any maintenance, cleaning, restoration or repairs to the Township highways resulting from the owner's undertaking.
- 3.7 Nothing within these requirements shall preclude the authority of the Township Roads Superintendent to maintain the standard duty of care on the Township highways, nor limit the abilities of the Superintendent to control or cease the proponent's activities upon the Township highways.

4.0 MUNICIPAL SERVICE FEES

- 4.1 The applicant shall pay to the Township of Puslinch a Municipal Service Fee of \$0.06/Tonne or \$0.10/c.m. of material imported to the fill site.
- 4.2 Payment is to be made to the Township at six (6) month intervals or at the completion of the project whichever occurs first.

5.0 IT IS THE RESPONSIBILITY OF THE PERMIT HOLDER:

- 5.1 To obtain the approval of the Chief Building Official that the Site has been adequately reinstated and stabilized in accordance with this by-law, the plans accompanying the Permit and the terms and conditions of the Permit; and,
 - 5.2 To request that the Township carry out a final inspection of the Site and to obtain the approval of the Chief Building Official that this by-law and the terms and conditions of the Permit have been complied with the Permit Holder.
- 6.0** When the provisions of sections 4.0 and 5.0 above as well as Schedule C – Ground Water Monitoring Program have been fully complied with to the satisfaction of the Chief Building Official, he or she shall release the Permit Holder's security.

SUMMARY OF FINANCIAL SECURITIES

A.	Site Works	\$100,000.00
B.	Township Roadways (Min.)	\$ n/a
	TOTAL DEPOSIT	\$100,000.00
C.	Municipal Service Fees	
	• Fee based upon quantity of fill material imported.	



PROPERTY DESCRIPTION:
PART OF LOT 31, CONCESSION 10, TOWNSHIP OF PUSLINCH, COUNTY OF WELLINGTON, PART A, 2018-02-28, PART OF 01P-0302, 7827 WELLINGTON ROAD NO. 36, R.F.# 1

LEGEND:
 - EXISTING GRADE
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BEARING AND COORDINATE NOTE:
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PROPOSED CONTROL PLAN
 PART OF LOT 31, CONCESSION 10
 TOWNSHIP OF PUSLINCH
 COUNTY OF WELLINGTON

DRAWING REVISION SCHEDULE

NO.	DATE	DESCRIPTION
1	2018-02-28	ISSUED FOR PERMIT
2	2018-02-28	ISSUED FOR PERMIT
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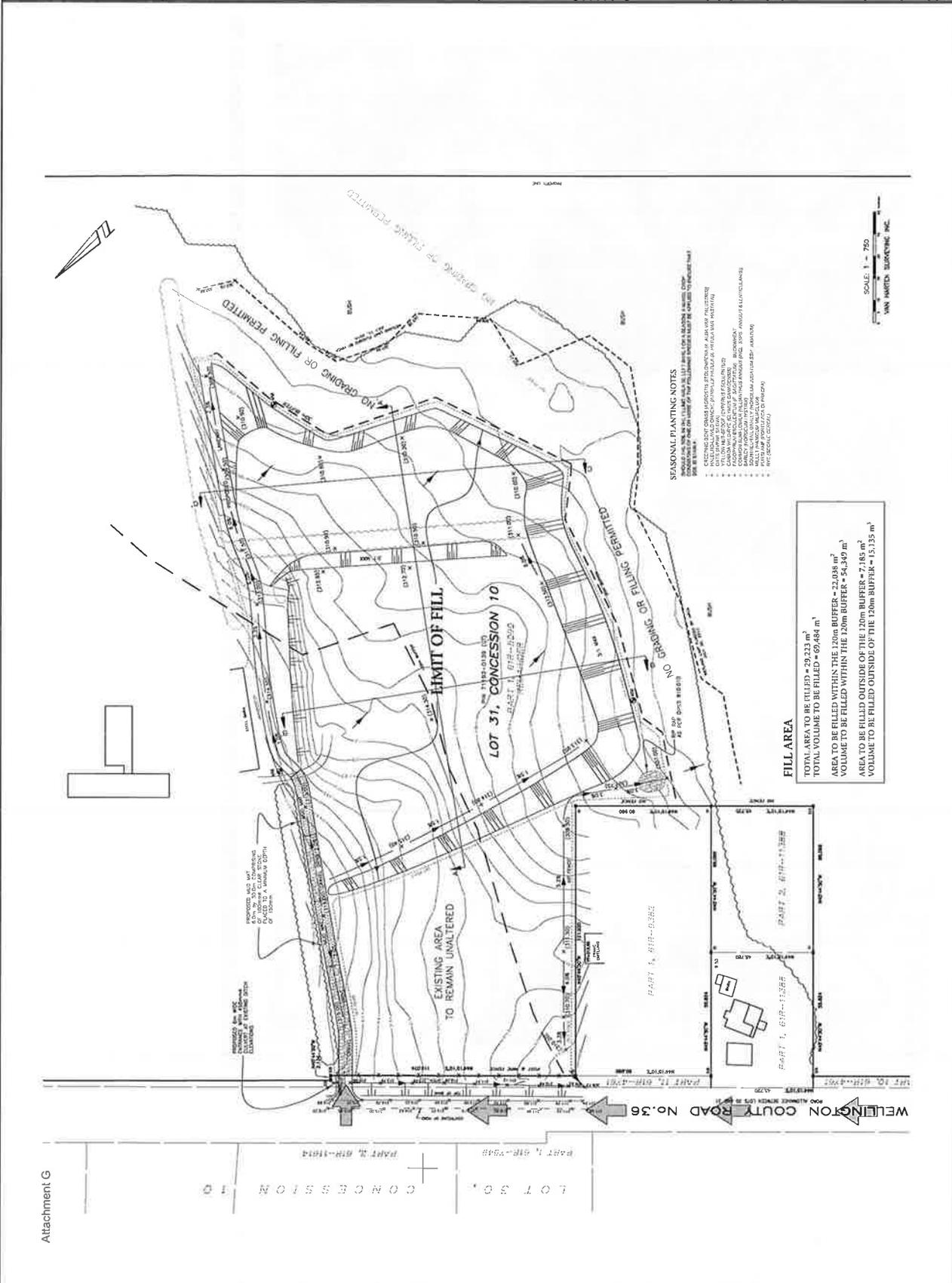
PROJECT No. 21549-13
DRAWING SCALE 1:750

METRIC: DIMENSIONS ARE IN METERS UNLESS OTHERWISE SPECIFIED.
 VERTICAL DIMENSIONS ARE IN METERS UNLESS OTHERWISE SPECIFIED.

GRADING PLAN

1 OF 2

Van Harten
 LAND SURVEYORS & ENGINEERS
 425 WINDERMERE DRIVE
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 VAN HARTEN SURVEYING INC.



Attachment G

(complete and insert Document General Page as Page 1)

**TOWNSHIP OF PUSLINCH
SITE ALTERATION AGREEMENT**

B E T W E E N:

THE CORPORATION OF THE TOWNSHIP OF PUSLINCH
- and -
MARC REID AND ANDREA REID

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**TOWNSHIP OF PUSLINCH
SITE ALTERATION AGREEMENT**

THIS AGREEMENT made this _____ day of _____, 2015, pursuant to Section 142 of the Municipal Act, S.O. 2001, as amended.

B E T W E E N:

THE CORPORATION OF THE TOWNSHIP OF PUSLINCH.
(hereinafter called the "**Township**")

PARTY OF THE FIRST PART

- and -

MARC REID AND ANDREA REID
(hereinafter called the "**Owner**")

PARTY OF THE SECOND PART

W H E R E A S:

- A. The Owner of the property described in Schedule "A" to this Agreement which is the subject matter of an application for Site Alteration Approval pursuant to section 5.2 of the Township by-Law Number 31/12;
- B. The Township requires that the Owner enter into a written agreement to identify approved plans, drawings and specifications and to require that the property be graded and maintained in accordance with the approved documents.

NOW THEREFORE this Agreement witnesseth that in consideration of the premises, other good and valuable consideration and the sum of Two Dollars (\$2.00) of lawful money of Canada, now paid by each of the parties hereto to each of the other parties hereto (the receipt whereof is hereby acknowledged), the parties agree as follows:

ARTICLE 1 - IDENTIFICATION OF LANDS APPROVED FOR DEVELOPMENT

1.1 Legal description

The Owner's property which is the subject matter of this agreement is described in Schedule "A" attached (herein called "the Lands").

ARTICLE 2 - IDENTIFICATION OF PLAN(S)

2.1 Approved plan(s)

The Owner in making application for site alteration approval has agreed to provide to the satisfaction of the Township, plan or plans showing the location of all buildings, structures, facilities, works and site elevations and services existing and proposed and, where required, technical reports, studies monitoring programs and final site restoration. The plan(s) and drawings and reports described in Schedule "B" [hereinafter called the "Approved Plan(s)] shall be deemed to have been approved by the Township upon execution of this Agreement.

2.2 Filing of plan(s)

Five (or such greater number as shall be requested by the Township) copies of the Approved Plan(s) shall be filed with the Township's Clerk.

ARTICLE 3 - SPECIAL REQUIREMENTS

3.1 Additional requirements and provisions

Notwithstanding the approval by the Township of the plans and drawings described in Schedule "B" the parties agree that the additional requirements referred to in Schedule "C" (if any) shall apply to the alteration of the Lands in addition to the information shown on the Approved Plan(s) and in the event of a conflict between the provisions of the Approved Plans and Schedule "C" then the provisions of the latter shall prevail.

ARTICLE 4 - IMPLEMENTATION OF PLAN(S)**4.1 Owner's covenant to implement plan(s)**

The Owner covenants and agrees that all works and features illustrated on the Approved Plan(s) and the additional requirements set out in Schedule "C", if any, shall be constructed, installed, performed or provided as the case may be at the Owner's sole risk and expense and to the satisfaction of the Township.

4.2 Township's right of entry

The Township shall have a right of entry upon the Lands, through employees, agents or contractors to ensure that the provisions of this agreement are complied with at all times.

4.3 Stop work orders

The Township's Chief Building Official shall treat a breach of the terms of this Agreement or covenants contained herein in a manner similar to a breach of the Township's Site Alteration By-Law and shall issue a stop work order until such breach is rectified. The Owner acknowledges that the requirements of this Agreement constitute applicable law for purposes of the Building Code Act.

4.4 Notice to comply

In the event that the Township gives written notice to the registered Owner of the Lands that it has failed to construct, provide or maintain any matter or thing illustrated on the Approved Plan(s) or required by this Agreement, and if the Owner fails to construct, provide or maintain such required matter or thing within thirty (30) days of the date that such notice is mailed by prepaid registered mail to such person at the address for such person set out in Article 11.1 or as shown on the most-recently revised assessment roll then the Township may enter upon the Lands, through employees, agents or contractors and construct, provide or maintain such matter or thing which had been specified in the notice at the expense of the registered Owner of the Land.

ARTICLE 5 - FINANCIAL ASSURANCES**5.1 Security requirement - public lands**

In the event any works are to be performed on municipally or publicly-owned property of any kind which may service the subject lands, the Owner shall, at the time of signing this Agreement and prior to the commencement of work, supply the Township with an unconditional irrevocable Letter of Credit from a chartered Canadian bank, in a form and an amount satisfactory to the Township sufficient to guarantee the satisfactory completion of the works to be constructed or performed by the Owner on municipally or publicly-owned lands and further guaranteeing the workmanship and materials of all such works and matters. The Letter of Credit shall further guarantee payment to the Township of all inspection or other costs that the Township may incur in connection with such works or the preparation and implementation of this Agreement.

5.2 Security requirement - subject lands

In addition to the security to be provided to the Township pursuant to Article 5.1, the Owner shall at the time of signing this Agreement and prior to the commencement of work, unless such requirement is specifically waived in writing by the Township, supply the Township with an unconditional irrevocable Letter of Credit from a chartered Canadian bank, in a form and an amount satisfactory to the Township sufficient to guarantee the satisfactory completion of the work and facilities to be provided on the Lands pursuant to the Approved Plan(s) and this Agreement and further guaranteeing the workmanship and materials of all such works and matters. The Letter of Credit shall further guarantee payment to the Township of all inspection or other costs that the Township may incur in connection with such works or the preparation and implementation of this Agreement.

5.3 Township's right to draw upon security

In the event that the Owner fails to comply with a notice given to him pursuant to Article 4.4 hereof the Township shall be at liberty to draw upon the security provided to it pursuant to this Article to pay for the cost of any work undertaken by it or on its behalf pursuant to such notice and to pay the costs incurred by the Township in the administration and implementation of this Agreement.

5.4 Release of Security

The security provided under this Article, or the amount thereof remaining after draws referred to in Article 5.3, shall be delivered or repaid to the Owner after all of the works have been completed in each stage to the satisfaction of the Township's authorized personnel.

5.5 Township's Expenses

The Owner agrees to pay to the Township all reasonable costs incurred by the Township in connection with the undertaking to alter this site which, without limiting the generality of the foregoing, shall include all expenses of the Township heretofore and hereinafter incurred for legal, engineering, surveying, planning and inspection services, extra Council meetings, if any, and employees' extra time, if any, and shall pay such costs from time to time forthwith upon demand, provided, if such costs be not paid forthwith same shall bear interest from the date which is 10 days following the date of demand to the date of payment at two (2) percentage points in excess of prime rate of interest charged by the Canadian Imperial Bank of Commerce during such period.

ARTICLE 6 - INDEMNIFICATION

6.1 Owner's agreement to indemnify

The Owner agrees on behalf of himself, its heirs, executors, administrators and assigns to save harmless and indemnify the Township, and, if applicable, the County of Wellington, and their respective officials employees and agents, from all losses, damages, costs, charges and expenses which may be claimed or recovered against the Township or the County of Wellington, as the case may be, by any person or persons arising either directly or indirectly as a result of any action taken by the Owner pursuant to or implementing the terms of this Agreement.

ARTICLE 7 - LIABILITY INSURANCE

7.1 When liability insurance required

In the event that work is to be performed by the Owner, its servants, agents or contractors on lands owned by the Township, or the County of Wellington, the Owner shall supply the Township or the County of Wellington with written evidence of a current comprehensive liability insurance policy in form satisfactory to the Township, holding the Township (and if applicable the County of Wellington) harmless for any and all claims for damages, injuries or losses in connection with the work done by or on behalf of the Owner, its servants, agents or contractors on or adjacent to the Lands in an amount of not less than Two Million (\$2,000,000.00) Dollars inclusive. The Township (and if applicable the County of Wellington) are to be named as insured parties in the said policy.

ARTICLE 8 - TIME LIMITS FOR COMPLETION

8.1 Consequences of delay

In the event that a site alteration permit is not issued and re-grading has not commenced within one year from the date of this Agreement, or if the works and facilities contemplated in the Approved Plan(s) are not fully completed within two (2) years from the date of this Agreement, the conditions of approval and provisions of this Agreement will be reviewed and may be subject to revision by the Township by notice in writing to the Owner which revisions shall be accepted and implemented by the Owner.

8.2 Phasing of Site Alteration Works

The Owner agrees that all works and features illustrated on the Approved Plan(s) shall represent the total alterations on the property. The Owner also agrees that any future development beyond the approved plans will be subject to any additional plans, agreements and provisions as required by the Township.

ARTICLE 9 - MAINTENANCE OBLIGATIONS

9.1 General covenant to maintain and repair

The Owner agrees that all of the facilities, works and features illustrated on the Approved Plan(s) shall be maintained and kept in good repair at the Owner's sole risk and expense and to the satisfaction of the Township. In the event that the Township gives written notice to the Owner or the of the Lands that maintenance or repair of any matter required to be provided by this Agreement is to be undertaken, and if the Owner fails to undertake such required maintenance or repair within thirty (30) days of the date that such notice is mailed by prepaid registered mail to such person at the address for such person set out in Article 11.1 or as shown on the most-recently revised assessment roll then the Township may enter upon the Lands, through employees, agents or contractors and perform such maintenance or repairs which had been specified in the notice at the expense of the registered Owner of the Land.

9.2 Specific maintenance obligations

The Owner covenants with the Township as follows:

- (a) that it shall at all times maintain the installations, structures and facilities illustrated on the Approved Plan(s) and described in Schedule "B", if applicable, in good condition and repair;
- (b) that it shall ensure that all required environmental control and or monitoring devices identified on the Approved Plan(s) are properly maintained and protected from damages at all times.

In the event that the Owner of the Lands, is in breach of any of the covenants in this Article then the provisions of Article 11.2 hereof shall apply.

ARTICLE 10 - REGISTRATION OF AGREEMENT**10.1 Registration prior to permit issuance**

This Agreement will be registered against the title to the Lands and the Owner will pay for the cost of registration.

ARTICLE 11 - GENERAL PROVISIONS**11.1 Notices**

Any notice, invoice or other writing required or permitted to be given pursuant to this agreement (including notice of a change of address) shall be deemed to have been given if delivered personally to the party or to an officer of the applicable corporation or if delivered by prepaid first class mail, on the third (3rd) day after mailing. The address for service of each of the parties is as follows:

Owner: Marc Reid and Andrea Reid
7827 Wellington Road 36
Moffat, ON L0P 1J0

Township: The Corporation of the Township of Puslinch
7404 Wellington Road 34
RR 3
Guelph, ON N1H 6H9

To any other person: at the address shown for such person in the last revised assessment roll or the latest address for such person as shown in the Township's records.

11.2 Township costs recoverable like taxes

Notwithstanding any other remedy available to the Township, the Owner acknowledges and agrees that any expense incurred by the Township in connection with the approval of the Approved Plans or the preparation, registration, administration, implementation and enforcement of this Agreement, and specifically the maintenance obligations in Article 9, may be recovered by the Township in like manner as municipal taxes pursuant to the provisions of Section 326 of the Municipal Act.

11.3 Waiver

It is expressly understood and agreed that the remedies of the Township under this Agreement are cumulative and the exercise by the Township of any right or remedy for the default or breach of any term, covenant, condition or agreement herein contained shall not be deemed to be a waiver or alter, affect or prejudice any other right or remedy or other rights or remedies, to which the Township may be lawfully entitled for the same default or breach; and any waiver by the Township of the strict observance, performance or compliance by the Owner or with any term, covenant, condition or agreement herein contained, or any indulgence granted by the Township to the Owner shall not be deemed to be a waiver of any subsequent default or breach by the Owner, nor entitle the Owner to any similar indulgence heretofore granted.

11.4 Covenants as restrictive covenants

So far as may be, the covenants of the Owner herein shall be restrictive covenants running with the land for the benefit of the adjoining lands of the Township or such of them as may be benefited thereby and shall be binding on the Owner, its heirs, executors, administrators, successors and assigns as Owner and occupier of the said land from time to time.

11.5 No permit if money owed to Township

The Owner hereby agrees to pay all municipal taxes on the Lands which may be in arrears at the time of signing this Agreement and shall ensure that all taxes are paid up to date with respect to the Lands. Additionally, the Owner shall ensure that all taxes owing by him to the municipality on all other properties owned by the Owner elsewhere in the Township and any other accounts owing by him to the Township are also paid up to date. No site alteration permit will be issued with respect to the Lands until this Article has been complied with.

11.6 Number and Gender

It is agreed between the parties hereto that the appropriate changes in the number and gender shall be implied where the context of this Agreement and any schedules hereto so require in order that the Agreement and any part thereof shall be construed to have its proper and reasonable meaning.

11.7 Headings and Index

All headings and sub-headings and the Index within this agreement are incorporated for ease of reference purposes only and do not form an integral part of the Agreement.

11.8 No assignment without consent

The Owner shall not assign this Agreement until all works and facilities required by this Agreement have been

completed without the prior written consent of the Township, which consent will not be unreasonably withheld.

11.9 Ultra vires terms

If any term of this Agreement shall be found to be Ultra Vires of the Township, or otherwise unlawful, such term shall conclusively be deemed severable and the remainder of this Agreement mutatis mutandis shall be and remain in full force and effect.

11.10 Owner's acceptance of agreement

The Owner shall not call into question, directly or indirectly, in any proceedings whatsoever in law or in equity or before any administrative tribunal the right of the Township to enter into this Agreement and to enforce each and every term of this Agreement and this Agreement may be pleaded as an estoppel against the Owner in any such proceedings.

11.11 Enurement

This Agreement shall enure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns.

IN WITNESS WHEREOF the Parties hereto have hereunto set their hands and seals or where applicable have caused to be affixed their corporate seals under the hands of their duly authorized officers in that behalf.

**THE CORPORATION OF THE TOWNSHIP OF
PUSLINCH**
per:

Dennis Lever, Mayor

per:

Karen Landry, CAO/Clerk

I/We have authority to bind the Corporation

SIGNED, SEALED AND DELIVERED

in the presence of:

per:

Marc Reid

per:

Andrea Reid

SCHEDULE "A"

DESCRIPTION OF LANDS

Part of Lot 31, Concession 10 Township of Puslinch, County of Wellington,

SCHEDULE "C"

ADDITIONAL REQUIREMENTS (in addition to matters shown on Approved Plan(s))

INSPECTIONS

Every Permit Holder shall ensure that a request is made to the Chief Building Official by the Permit Holder or his/her authorized agent to make inspections at the commencement and completion of the work that is the subject of the Permit, and to make any such further inspection(s) as may be required by the Chief Building Official.

TERM OF PERMIT AND PERMIT RENEWAL

Any Permit issued pursuant to this agreement shall be valid for a period of one year from the date of issuance unless revoked in accordance with this agreement.

A Permit which has expired may be renewed by the Chief Building Official within a six month period from the date of expiry upon the making of a written request to the Chief Building Official accompanied by a payment of one-half of the original Permit fee, provided that the proposed work which was the subject of the Permit, has not been revised. A permit that has been renewed in accordance with this section shall not be renewed again.

TRANSFER OF SITE

If registered ownership of the Site for which a Permit has been issued is transferred while the Permit remains in effect and outstanding, the new Owner shall, prior to the closing of the transfer;

1. provide the Township with its written undertaking to comply with all of the conditions under which the Permit was issued; and
2. provide security in a form and amount acceptable to the Chief Building Official, at which time any security previously provided by the original Permit Holder shall be released;
3. and failing which the Permit shall be deemed to be cancelled as of the date of the transfer.

REGULATIONS

In addition to the other requirements of this agreement, no Person shall Place or Dump, or cause or permit the Placing or Dumping of Fill on, or alter or cause or permit the Alteration of the Grade of, or remove or cause or permit the removing of any Topsoil from any land in the Township of Puslinch, including any lands which are submerged under any watercourse or other body of water unless:

1. it is done with the consent of the Owner of the Site where the Fill is to be Placed or Dumped, the Grade altered or the Topsoil removed;
2. all Fill to be used includes only Soil, stone, sod or other material acceptable to the Chief Building Official and that such material is clean and free of any glass, plastics, rubber, metals, liquid, garbage and/or contaminants;
3. the Drainage system for the Site is provided in accordance any Permit issued hereunder and as otherwise required by law, and in accordance with proper engineering standards and practices and will not result Erosion, blockage, siltation or contamination of a water course, flooding or Ponding;
4. the Fill is Placed or Dumped, any Retaining Wall containing such Fill is erected, the Grade is altered, or the Topsoil is removed, in such a manner that no flooding, Ponding, or other adverse effects are caused on other lands.

Every Person to whom a Permit is issued pursuant to this by-law shall, in addition to any conditions of the Permit;

1. provide a Retaining Wall where required by the Chief Building Official which does not encroach upon abutting lands, either above or below Existing Grade, and such Retaining Wall shall be constructed to the satisfaction of the Chief Building Official and comply with

- the requirements of the Ontario Building Code.
2. ensure that the Finished Grade surface is protected by sod, turf, seeding for grass, Vegetation, asphalt, concrete or other similar means, or combination thereof;
 3. ensure that Fill shall not be Placed or Dumped around the perimeter of any existing building in contravention of the requirements of the Ontario Building Code;
 4. ensure that no trench in which piping is laid forming part of the Drainage system shall be covered and backfilled until the work has been inspected and approved by the Chief Building Official.
 5. provide such protection for trees as may be required by the Chief Building Official;
 6. provide siltation control measures as may be required by the Chief Building Official;
 7. ensure that the work that is the subject of the Permit does not soil or otherwise foul any municipal roads. In the event that this occurs, the Person to whom the Permit was issued shall, in accordance with the Township's by-law to prohibit the obstructing, encumbering, injuring or fouling of highways and bridges, as amended from time to time, ensure that the road(s) affected are cleaned to the satisfaction of the Township Road Superintendent.
 8. ensure that all conditions of the Permit issued pursuant to this by-law and any requirements of this by-law are fulfilled to the satisfaction of the Chief Building Official;
 9. ensure the work that is the subject of the Permit does not occur in areas regulated by a Conservation Authority or approval agency without written approval of the respective regulatory agency, and in the event this occurs, ensure that the affected areas are restored to the satisfaction of the Chief Building Official.

EXEMPTIONS

The provisions of this agreement do not apply to;

1. activities or matters undertaken by a municipality or a local board of a municipality;
2. the Placing or Dumping of Fill, removal of Topsoil or Alteration of the Grade of land imposed as a condition to the approval of a site plan, a plan of subdivision or a consent under section 41, 51, or 53, respectively, of the Planning Act or as a requirement of a site plan agreement or subdivision agreement entered into under those sections;
3. the Placing or Dumping of Fills, removal of Topsoil or Alteration of the Grade of land imposed as a condition to a development permit authorized by regulation made under section 70.2 of the Planning Act or as a requirement of an agreement entered into under that regulation;
4. the Placing or Dumping of Fill, removal of Topsoil or Alteration of the Grade of land undertaken by a transmitter or distributor, as those terms are defined in section 2 of the Electricity Act, 1998, for the purpose of constructing and maintaining a transmission system or a distribution system, as those terms are defined in that section;
5. the Placing or Dumping of Fill, removal of Topsoil or Alteration of the Grade of land undertaken on land described in a licence for a pit or quarry or a permit for a wayside pit or wayside quarry issued under the Aggregate Resources Act;
6. the Placing or Dumping of Fill, removal of Topsoil or Alteration of the Grade of land undertaken on land in order to lawfully establish and operate or enlarge any pit or quarry on land,
 - a. that has not been designated under the Aggregate Resources Act or a predecessor of that Act, and
 - b. on which a pit or quarry is a permitted land use under a by-law passed under section 34 of the Planning Act;
7. the Placing or Dumping of Fill, removal of Topsoil or Alteration of the Grade of land undertaken as an incidental part of drain construction under the Drainage Act or the Tile Drainage Act, 2001;
8. topdressing of lawns with Topsoil provided the ground elevation of the lands is not increased by more than two hundred (200) millimeters;
9. cultivation or tilling of garden beds so long as such work does not have an adverse effect on existing Drainage patterns on neighbouring properties;
10. excavation of Soil involving an area of less than nine square metres and a depth of less than 0.5 meters having no significant impact on trees, ground cover, Vegetation, watercourses, or storm water swales and not altering or creating a slope at greater than 8%;
11. minor landscaping works which are at least 0.3 metres from any property line and do not impact Drainage patterns on neighbouring properties; and

12. the removal of Topsoil as an incidental part of a normal agricultural practice, including such removal as an incidental part of sod-farming, greenhouse operations and nurseries for horticultural products, provided however that this provision shall not exempt from the by-law the removal of Topsoil for sale, exchange or other disposition.

If a regulation is made under section 28 of the Conservation Authorities Act respecting the Placing or Dumping of Fill, removal of Topsoil or Alteration of the Grade of land in any area of the Township, this by-law is of no effect in respect of that area.

CEASE AND DESIST ORDER

Where an Owner or any other Person is in contravention of the agreement, the Chief Building Official or an Officer may make an Order directing that the Owner or such Person cease any or all of the work immediately.

WORK ORDER

Where a Permit has been issued and an Owner or Permit Holder is in contravention of this agreement, the Chief Building Official or an Officer may issue a Work Order directing the Owner or Permit Holder, within the time set out in the Order, to take such steps as are necessary so that the work which was the subject of the Permit is completed in accordance with the approved Permit, plans, documents and other information upon which the Permit was issued.

ORDER FOR REMOVAL

Where a Permit has not been issued and any Person is in contravention of this agreement, the Chief Building Official or an Officer may issue an Order for Removal requiring the Person to restore the property to a condition it was prior to commencement of such work, to the satisfaction of the Chief Building Official, within the time set out in the Order.

COMPLIANCE WITH ORDERS

Any Person to whom a Cease and Desist Order, a Work Order or an Order for Removal is issued pursuant to this agreement shall comply with the terms of such Order, within the time set out therein.

Where an Owner of land to whom a Work Order is issued fails to perform the work required by the Order, the Township, in addition to any other remedy, may perform such work at the Owner's expense and may recover the cost incurred by adding the costs to the tax roll and collecting them in the same manner as property taxes.

ENFORCEMENT

The administration and enforcement of this agreement, shall be performed by the Chief Building Official and by those Persons designated as By-Law Officers of the Township, as may be amended from time to time.

1. The Chief Building Official and Officers may, at any reasonable time, enter and inspect any land to determine whether this agreement, a Cease and Desist Order, a Work Order or an Order for Removal, a condition to a Permit issued pursuant to this agreement, or a Court Order relating to this agreement is being complied with.
2. For purposes of an inspection under (1), the Chief Building Official and Officer may;
 - a. require the production for inspection of documents or things relevant to the inspection;
 - b. inspection and remove documents or things relevant to the inspection for the purpose of making copies or extracts;
 - c. require information from any Person concerning a matter related to the inspection; and
 - d. alone or in conjunction with a Person possessing special or expert knowledge, make examinations or take tests, samples or photographs necessary for the purpose of the inspection.
3. No Person shall obstruct the Chief Building Official or an Officer in carrying out an

inspection or exercising his or her powers or duties under this by-law.

4. No Person shall fail to produce any information required by the Chief Building Official or an Officer pursuant to clause 29(2) of this by-law.

SERVICE

Any service required to be given under this agreement is sufficiently given if delivered personally or sent by registered mail to the Owner at the last known address of the Owner of the land.

Where service is effected by registered mail, it shall be deemed to be made on the fifth (5) day after the date of mailing.

PERMIT CONDITIONS

All Permit Holders shall:

1. Notify the Chief Building Official in writing within 48 hours of commencing any Land Disturbance;
2. Notify the Chief Building Official in writing of the completion of any control measures within fourteen (14) days after their installations;
3. Obtain permission in writing from the Chief Building Official prior to modifying the Control Plan;
4. Install all control measures as identified in the approved Control Plan;
5. Maintain all road Drainage systems, stormwater Drainage systems, control measures and other facilities identified in the Control Plan;
6. Repair any siltation or Erosion damage to adjoining surfaces and Drainage ways resulting from land developing or disturbing activities;
7. Inspect the construction control measures at least once per week and after each rainfall of at least 1 centimetre and make needed repairs;
8. Allow employees of the Township to enter the Site for the purpose of inspecting for compliance with the Control Plan or for performing any work necessary to bring the Site into compliance with the Control Plan; and
9. Maintain a copy of the Control Plan and Operational Procedures Manual on the Site.

The Township shall:

1. Upon the failure by the Permit Holder to complete all or part of the works in the time stipulated in the Control Plan, may draw the appropriate amount from the securities posted and use the funds to arrange for the completion of the said works, or any part thereof;
2. Upon the failure by the permit Holder to repair or maintain a specific part of the works as required by the Township, and in the time requested, the Township may at any time authorize the use of all or part of the securities to pay the cost of any part of the works it may in its absolute discretion deem necessary; or
3. In the case of emergency repairs or clean-up, the Township may undertake the necessary works at the expense of the Permit Holder and reimburse itself out of securities posted by the applicant or to add to the cost of the works to the real property tax roll to be collected in like manner as taxes.

TRUCK HAUL ROUTE

The truck haul route shall at all times be restricted as illustrated on the 'Truck Route Map' as described in Schedule "B". The truck haul route shall not be modified without prior approval from the Township. Additional security for the protection of Township roads may apply if changes from the route presented herein are requested.

ENVIRONMENTAL CONTROL PROGRAM

The Owner is responsible to verify the type and quality of fill material to be imported to the site. All fill material must comply with the parameters as set out in Ontario Regulation 153/04, as amended, and Table 1 of the "Soil, Groundwater and Sediment Standards for Use under Part XV.1 of the Environmental Protection Act". Where the concentration of elements or compounds naturally exceed Table 1 standards, the applicant must obtain a certificate from a qualified professional attesting that

the fill material is not or will not likely to be a source of contamination. The intent of this quality control is to prevent the importation of material that is of lower chemical quality standard than on-site material.

Laboratory analysis of soil samples should include metals and inorganics (including Sodium Absorption Ratio (SAR), Electrical Conductivity (EC)), Petroleum Hydrocarbons (PHCs -F1-F4 and BTEX) and Polycyclic Aromatic Hydrocarbons (PAHs).

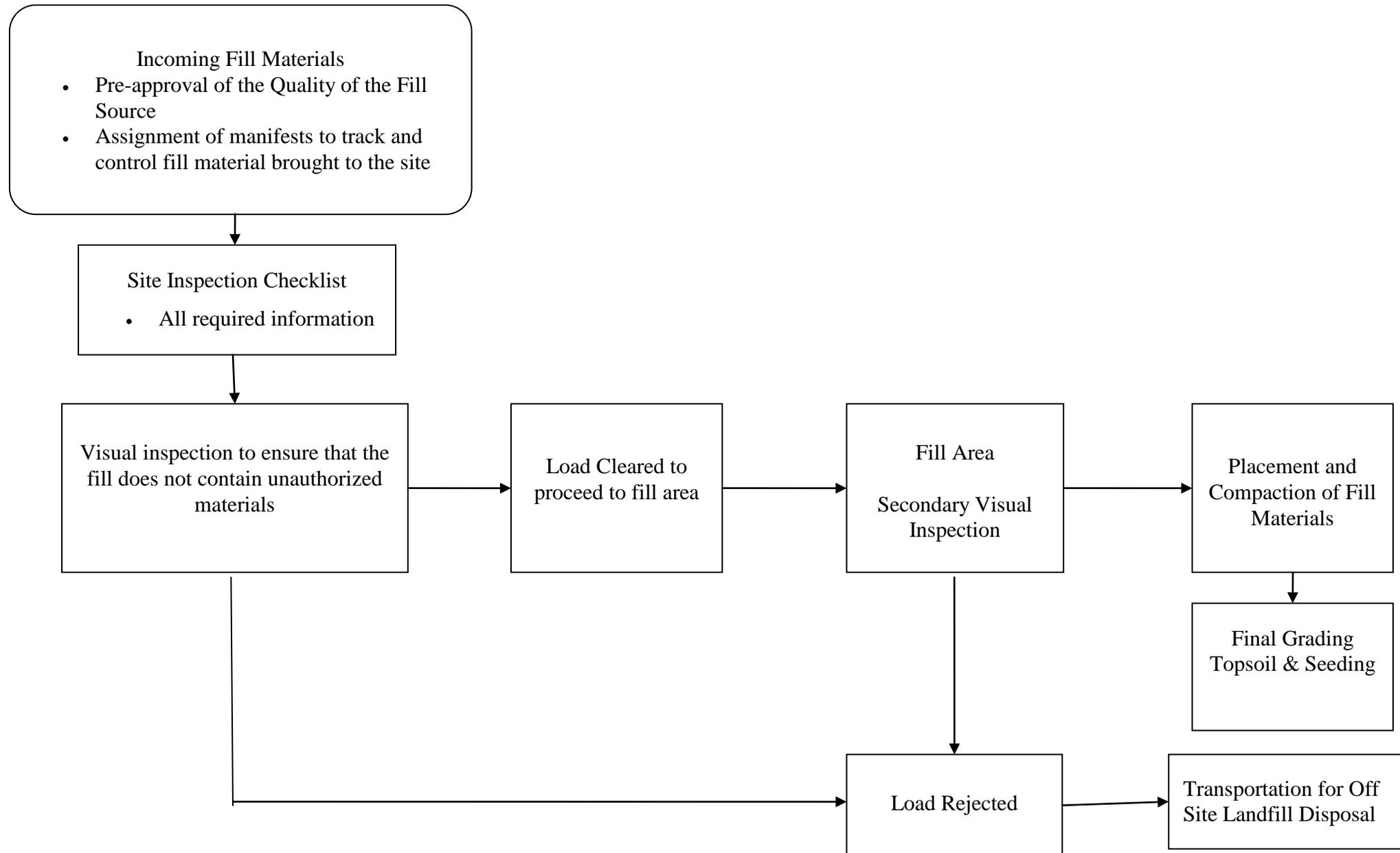
Operational Standards

The following criteria are standards for the maintenance and operation of the fill area:

1. Site personnel will receive specialized training for their specific work tasks.
2. The placement of clean fill material at the site will be adequately and continually supervised.
3. Clean material will be placed in an orderly manner at the fill area.
4. Procedures will be established, signs posted, and safeguards maintained for the prevention of on-site accidents.
5. Vehicular access to the property will be by roadway closed by a gate capable of being locked.
6. Access roads and on-site roads will be provided so that vehicles hauling clean material to and on the site may travel readily under all normal weather conditions.
7. Access to the site will be limited to times when an attendant is on duty and accessible only to persons authorized to deposit clean material at the fill area.
8. Drainage passing over or through the site will not adversely affect adjoining property. Natural drainage will not be obstructed.
9. Clean fill material will be placed in such manner that groundwater aquifers will not be impaired.
10. If groundwater contamination not consistent with the Reasonable Use Criteria as described in Ontario Ministry of the Environment Policy 19-08 is encountered, action will be taken to isolate the source of contamination and effectively prevent the egress of contaminants from the Site.
11. Where there is a possibility of groundwater pollution resulting from the operation of the fill area, samples will be taken and tests made by the owner of the site to measure the extent of contamination and, if necessary, measures will be taken for the collection and treatment of contaminants and for the prevention of groundwater pollution.
12. When the fill area has reached its limit of fill, a final cover of soil will be designed and constructed to a grade capable of supporting vegetation and that minimizes erosion. All slopes will be designed to drain runoff away from the cover and to prevent water from ponding. No standing water will be allowed anywhere in or on the completed fill area. The fill area will then be seeded with vegetation to minimize wind and water erosion. The vegetation used will be compatible with (i.e., grow and survive under) the local climatic conditions and may include a diverse mix of native and introduced species consistent with the post closure land use. However, highly invasive alien plants are not acceptable for planting on fill sites. Temporary erosion control measures will be undertaken while vegetation is being established.

ENVIRONMENTAL CONTROL PROGRAM

OPERATIONAL FLOWCHART



ENVIRONMENTAL CONTROL PROGRAM

Fill Screening Procedures

The initial inspection of the truck and its load of clean fill will include a review of the chain of custody provided by the transporter and a visual inspection of the fill for signs of contamination. If, at any point during the visual inspection there is evidence that the fill may be contaminated it will be rejected.

The attached Fill Inspection Checklist will be used to record and document the chain of custody and all initial and secondary inspections.

The first procedure for the site inspector will be to record the load number, truck number, the name of the company hauling the fill, the driver's name and ensure that the transporter provides a chain of custody (refer to check list). The chain of custody will include a record for the fill being delivered, from its place of origin to the site.

The chain of custody will include information concerning the clean fill, the transport of the clean fill, and the truck itself. Information pertaining to the clean fill should include: place of origin; soil constituents; proof that the fill is clean; and copies of analyses to provide evidence that the soil is not contaminated. Records pertaining to the transport should include: a list of all drivers involved in the haulage of the clean fill from its place of origin to the Site; documentation of all stops made from the place of origin to the Site; documentation that ensures the truck is at the proper location. Records of transport cleaning and sanitation procedures for the truck and loading equipment should also be provided upon request to ensure that the fill has not been contaminated by previously transported materials.

An initial visual inspection of the clean fill will occur while the fill is still in the truck and, if the fill is deemed satisfactory, a secondary visual inspection will be performed when the fill is being dumped in the designated fill area. Both initial and secondary inspections will include a first-hand observation of the following:

- odours
- usual clumping
- hazardous materials (biomedical, flammable etc.)
- food, household waste
- discoloration
- viscosity (liquids and sludge)
- putrescible wastes
- any other unauthorized materials

Initial and secondary inspections will include the raking and probing of the fill in order to agitate the soil and bring underlying soil to the surface so that an accurate representation of the soil may be inspected.

If there is evidence that the soil may be contaminated the site inspector will reject the load.

When either the initial or secondary inspections provide evidence that the soil is not clean the truckload will be refused and directed to the appropriate licensed waste disposal facility. The site supervisor will document what was found, why the load was refused and to which facility the load was directed.

ENVIRONMENTAL CONTROL PROGRAM

Fill Inspection Checklist

<u>Fill Site:</u>		<u>Date:</u>	<u>Ticket No:</u>
		<u>Time:</u>	<u>Inspected by:</u>
<u>Driver Information:</u>		<u>No. of Loads:</u>	<u>Quantity:</u>
Company: _____			m ³
Truck No: _____			
Driver's Name: _____		ACCEPTED	REJECTED
<u>Source Information:</u>		<u>Report Provided at Source:</u>	<u>Type of Fill:</u> <i>(Check appropriate box)</i>
Address: _____		YES NO	RESIDENTIAL
_____			INDUSTRIAL
_____			AGRICULTURAL
<u>Visual Inspection Report:</u>		<u>Load(s) Contains Clean Fill</u>	
Primary Inspection		YES	NO
If "NO" complete the following:			
Secondary Inspection		YES	NO
1	Odours		
2	Unusual Discoloration		
3	Hazardous Materials (Biomedical, Flammable)		
4	Food/Domestic Waste		
5	Liquid or Sludge		
6	Construction Materials (Wood, Drywall etc.)		
7	Scrap Metals		
8	Vegetation (Stumps/Sod)		
9	Asphalt		
10	Other (Describe)		
<u>Comments:</u>			

ENVIRONMENTAL CONTROL PROGRAM

Groundwater Monitoring

Procedures for the Groundwater Monitoring Program

To monitor the quality of groundwater migrating off-site a minimum of three monitor wells will be installed down gradient from the fill area as shown on the Site Grading Plan. Periodic analytical testing of the groundwater will be conducted to ensure that groundwater quality is not degraded as a result of the site alteration. Initial groundwater samples must be taken to establish the base line parameters of the existing groundwater quality before the filling operation.

The following is an outline of the items related to the groundwater monitoring program that are addressed in the Environmental Control Program:

The impacts of the seepage of leachate from the fill area will be assessed in a systematic fashion using the techniques described below.

Procedures for performing the groundwater assessment:

1. The concentration of constituents in the groundwater will be determined from laboratory analyses of groundwater samples collected down gradient from the fill area.
2. Acceptable groundwater assessment. The groundwater quality will be considered acceptable if the post site alteration groundwater quality is within 5% of the existing groundwater quality and there are no statistically increasing trends in chemical concentrations indicative of degrading water quality conditions.

Design, Construction and Operation of Groundwater Monitoring Systems

All fill areas, will be identified and studied through a network of monitoring wells operated during the active life of the fill area and for two years after closure. Monitoring wells designed and constructed as part of the monitoring network will be maintained along with records that include, but are not limited to, well location, well size, type of well, the design and construction practice used in its installation and well and screen depths.

a. Standards for the location of monitoring points:

1. Monitoring points will be established at sufficient locations down gradient with respect to groundwater flow to detect discharge of potential contaminants from within the fill area.
2. Monitoring wells will be located in stratigraphic horizons that could serve as contaminant migration pathways.
3. Monitoring wells will be established as close to the potential source of discharge as possible without interfering with the fill operations, and within half the distance from the edge of the potential source of discharge to property line down gradient, with respect to groundwater flow, from the source.
4. A minimum of at least three monitoring wells will be established at the property line and will be located down gradient from the fill area with respect to groundwater flow. Such well or wells will be used to monitor any statistically significant increase in the concentration of any constituent and will be used for determining compliance with applicable groundwater quality parameters.

b. Standards for monitoring well design and construction:

1. All monitoring wells will be cased in a manner that maintains the integrity of the borehole. The casing material will be inert so as not to affect the water sample. Well casings requiring a solvent-cement type coupling will not be used.

2. Wells will be screened to allow sampling only at the desired interval. Annular space between the borehole wall and well screen section will be packed with gravel or sand sized to avoid clogging by the material in the zone being monitored. The slot size of the screen will be designed to minimize clogging. Screens will be fabricated from material expected to be inert with respect to the constituents of the groundwater to be sampled.
3. Annular space above the well screen section will be sealed with a relatively impermeable, expandable material such as a cement/bentonite grout, which does not react with or in any way affect the sample, in order to prevent contamination of samples and groundwater and avoid interconnections. The seal will extend to the highest known seasonal groundwater level.
4. The annular space will be back-filled from an elevation below the frost line and mounded above the surface and sloped away from the casing so as to divert surface water away.
5. The annular space between the upper and lower seals and in the unsaturated zone may be back-filled with uncontaminated cuttings.
6. All wells will be covered with caps and equipped with devices to protect against tampering and damage.
7. All wells will be developed to allow free entry of water to minimize turbidity of the sample and minimize clogging.
8. Other sampling methods and well construction techniques may be utilized if they meet Provincial water well construction standards.

c. Standards for Sample Collection and Analysis

1. The groundwater monitoring program will include consistent sampling and analysis procedures to assure that monitoring results can be relied upon to provide data representative of groundwater quality in the zone being monitored.
2. The operator will utilize procedures and techniques to insure that collected samples are representative of the zone being monitored and that prevent cross contamination of samples from other monitoring wells or from other samples.
3. The operator will establish a quality assurance quality control program for groundwater sample collection.
4. The operator will institute a chain of custody procedure to prevent tampering and contamination of the collected samples prior to completion of analysis.

Groundwater Monitoring Program

- a. The operator will implement a monitoring program in accordance with the following requirements:
 1. Monitoring schedule and frequency:
 - A. The monitoring period will begin as soon as a fill permit is issued. Monitoring will continue for a minimum period of two years after closure. The operator will sample all monitoring points on a quarterly basis.
 - B. The monitoring frequency may change on a well by well basis to an annual schedule if all constituents monitored within the zone of attenuation are less than or equal to Standards criteria for three consecutive quarters. However, monitoring will return to a quarterly schedule at any well where a statistically significant increase is determined to have occurred in the concentration of any constituent with respect to the previous sample.
 - C. Monitoring will be continued for a minimum period of two years after closure. Monitoring beyond the minimum period may be discontinued if no statistically significant increase is detected in the concentration of any constituent above that measured and recorded during the immediately preceding schedule sampling for three consecutive quarters.

2. Criteria for choosing constituents to be monitored:
 - A. The operator will monitor each well for constituents that will provide a means for detecting groundwater contamination. Constituents will be chosen for monitoring if the constituent appears in, or is expected to be in, the leachate.
 - B. One or more indicator constituents, representative of the transport processes of constituents in the leachate, may be chosen for monitoring in place of the constituents it represents.
- b. If the analysis of the monitoring data shows that the concentration of one or more constituents is attributable to the fill operations and exceeds pre-approval concentrations, then the operator will conduct a groundwater impact assessment. The assessment monitoring program will be conducted in accordance with the following requirements:
 1. The impact assessment will be conducted to collect additional information to assess the nature and extent of groundwater contamination, which will consist of, but not be limited to, the following steps:
 - A. More frequent sampling of the wells in which the observation occurred;
 - B. More frequent sampling of any surrounding wells;
 - C. The placement of additional monitoring wells to determine the source and extent of the contamination; and
 - D. Monitoring of additional constituents to determine the source and extent of contamination.
 2. If the analysis of the assessment monitoring data shows that the concentration of one or more constituents monitored is above the applicable groundwater quality standards and is attributable to the fill operations, the operator will determine the nature and extent of the groundwater contamination, including an assessment of the continued impact on the groundwater should additional fill continue to be accepted at the facility, and will implement remedial action.

Plugging and Sealing of Drill Holes

- a. All drill holes, including exploration borings that are not converted into monitoring wells, monitoring wells that are no longer necessary to the operation of the site, and other holes that may cause or facilitate contamination of groundwater shall be sealed in accordance with the Ontario Regulation 903.

SCHEDULE "D"

FINANCIAL SECURITIES

1.0 SECURITY FOR SITE ALTERATION MEASURES

Pursuant to Article 5 of this Agreement the Owner is to provide security in the form of an unconditional irrevocable Letter of Credit, for the applicant's obligations under the By-law and any Permit issued, and such requirements as the Chief Building Official considers necessary to ensure that the work which is the subject of the Permit is completed in accordance with proper engineering standards and practice, this By-law, and the terms and conditions of the Permit. Said agreement may be registered on title. The Mayor and the Township Clerk are hereby authorized to execute any such agreement on behalf of the Township.

- 1.1 The Letter of Credit or agreement must remain in effect for the full duration of the Permit. Any Letter of Credit or agreement and its subsequent renewal forms shall contain a clause stating that thirty (30) days written notice must be given to the Township prior to its expiry or cancellation.
- 1.2 The Letter of Credit shall contain a clause stating that in the event that the Township receives notice that a Letter of Credit is expiring and will not be renewed and further or additional securities are not provided forthwith, the Township may draw on the current Letter of Credit at the discretion of the Chief Building Official. The Permit Holder agrees that any interest accruing on the realized security shall belong to the Township and not to the Permit Holder.

2.0 GUARANTEE OF SITE WORKS

- 2.1 The applicant shall provide the Township with a letter of credit in the amount of \$100,000.00 to guarantee that the works will be completed in accordance with the approved plans and documents.

3.0 PROTECTION OF TOWNSHIP HIGHWAYS

- 3.1 This requirement shall come into effect between the Township of Puslinch and the owner (or its authorized agent) of private lands adjacent to a Township Highway when the owner has initiated an undertaking that may cause injurious effects to Township Highways.
- 3.2 When it is determined by the Township Road Superintendent or designate, that the scope of a private undertaking will foul, damage, obstruct, injure or encumber the Township's highways; the owner shall provide financial securities to the Township to compensate for all such manners of maintenance and restitution that may result from the owner's actions on the thoroughfare.
- 3.3 With regards to the security deposit:
 - 3.3.1 The Township Road Superintendent shall determine the value of the financial securities required by the Township.
 - 3.3.2 The valuation of the security deposit will be an estimate based upon the scope of the owner's undertaking and potential costs to maintain and restore the Township highways to their existing conditions prior to the initiation of the undertaking.
 - 3.3.3 The minimum security deposit shall be \$1,000.00.
 - 3.3.4 At any time during the course of the owner's undertaking, the Township Road Superintendent may draw upon the securities posted by the owner to clean, maintain, repair or control the effects of the owner's undertaking on the Township highways.

- 3.3.5 Should the Township Road Superintendent determine that highway maintenance or restitution costs resulting for the owner's undertaking will exceed the estimated security deposit; the owner shall forthwith provide the additional securities as deemed necessary by the Roads Superintendent.
- 3.3.6 Upon the completion of the owner's undertaking, the Township will inspect the adjacent Township highways and refund the balance of the unused security deposit. Similarly, the owner will immediately reimburse the Township upon its demand for any and all additional funds expended to maintain, repair or correct any deficiencies to the Township's highways as a result of the owner's undertaking.
- 3.4 The security deposit to be posted with the Township shall be in the form of an unconditional irrevocable Letter of Credit.
 - 3.4.1 The deposit must remain in effect for the full duration of the owner's undertaking or until such additional time as the Township Roads Superintendent deems necessary due to the season of the activities.
 - 3.4.2 Any letter of credit and its subsequent renewal forms shall contain a clause stipulating that thirty (30) days written notice must be given to the Township prior to its expiry or cancellation.
 - 3.4.3 The Letter of Credit shall contain a clause stating that in the event that the Township receives notice that the Letter of Credit is expiring and will not be renewed and further or additional securities are not provided forthwith, the Township may draw upon the current Letter of Credit at the discretion of the Township Treasurer.
- 3.5 In the case of emergency repairs or clean-up the Township Road Superintendent may undertake the necessary works at the expense of the owner and draw upon the securities posted by the owner.
- 3.6 All decisions of the Township's Road Superintendent shall be final with respect to any maintenance, cleaning, restoration or repairs to the Township highways resulting from the owner's undertaking.
- 3.7 Nothing within these requirements shall preclude the authority of the Township Roads Superintendent to maintain the standard duty of care on the Township highways, nor limit the abilities of the Superintendent to control or cease the proponent's activities upon the Township highways.

4.0 MUNICIPAL SERVICE FEES

- 4.1 The applicant shall pay to the Township of Puslinch a Municipal Service Fee of \$0.06/Tonne or \$0.10/c.m. of material imported to the fill site.
- 4.2 Payment is to be made to the Township at six (6) month intervals or at the completion of the project whichever occurs first.
- 4.3 This municipal service fee is for recovering expenses incurred in accordance with Section 5.5 of this Agreement.

5.0 IT IS THE RESPONSIBILITY OF THE PERMIT HOLDER:

- 5.1 To obtain the approval of the Chief Building Official that the Site has been adequately reinstated and stabilized in accordance with this by-law, the plans accompanying the Permit and the terms and conditions of the Permit; and,
- 5.2 To request that the Township carry out a final inspection of the Site and to obtain the approval of the Chief Building Official that this by-law and the terms and conditions of the Permit have been complied with the Permit Holder.

- 6.0 When the provisions of sections 4.0 and 5.0 above as well as Schedule C – Ground Water Monitoring Program have been fully complied with to the satisfaction of the Chief Building Official, he or she shall release the Permit Holder's security.

SUMMARY OF FINANCIAL SECURITIES

A.	Site Works	\$100,000.00
B.	Township Roadways (Min.)	<u>\$ n/a</u>
	TOTAL DEPOSIT	\$100,000.00
C.	Municipal Service Fees	
	• Fee based upon quantity of fill material imported.	

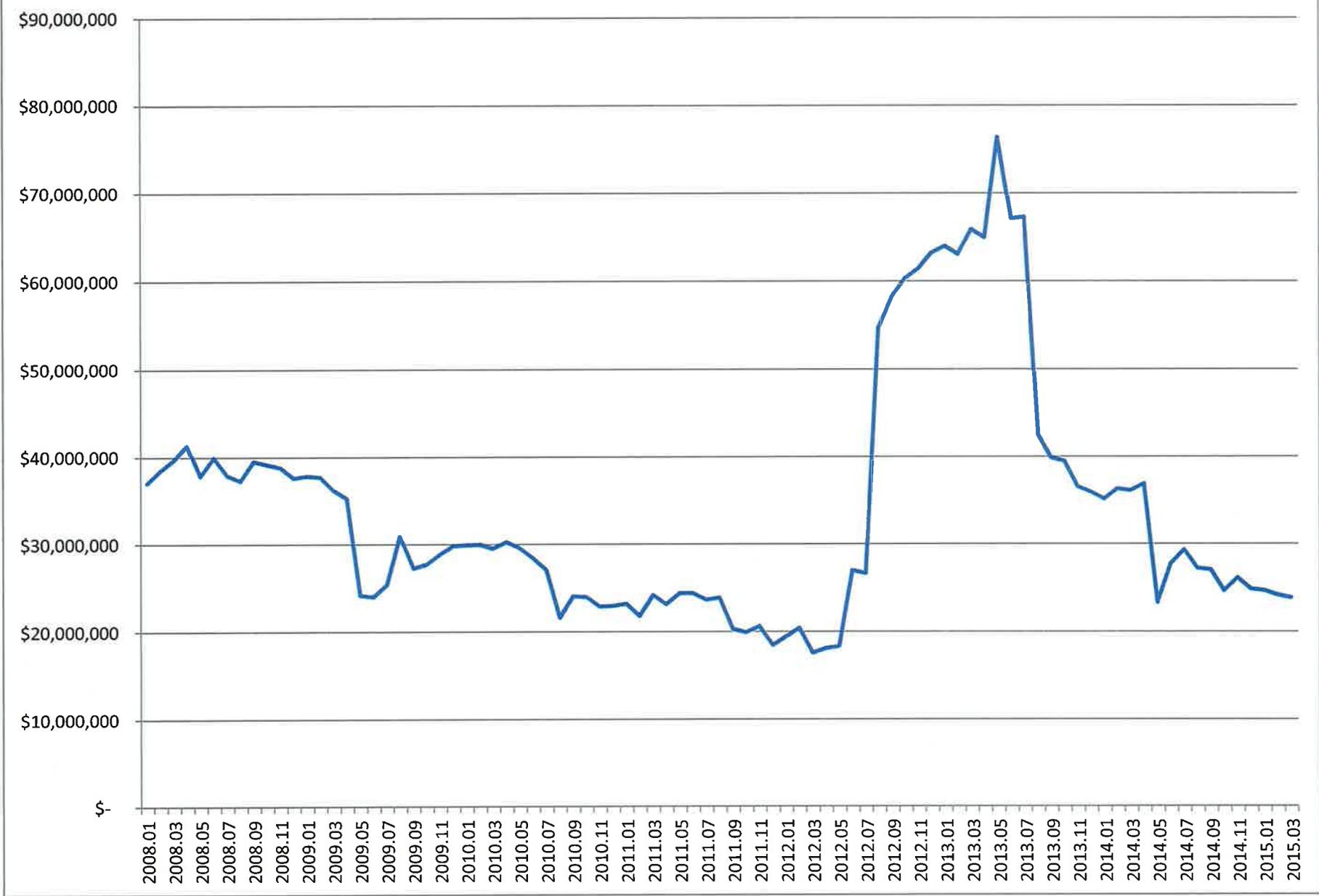
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2015 BUILDING REPORT

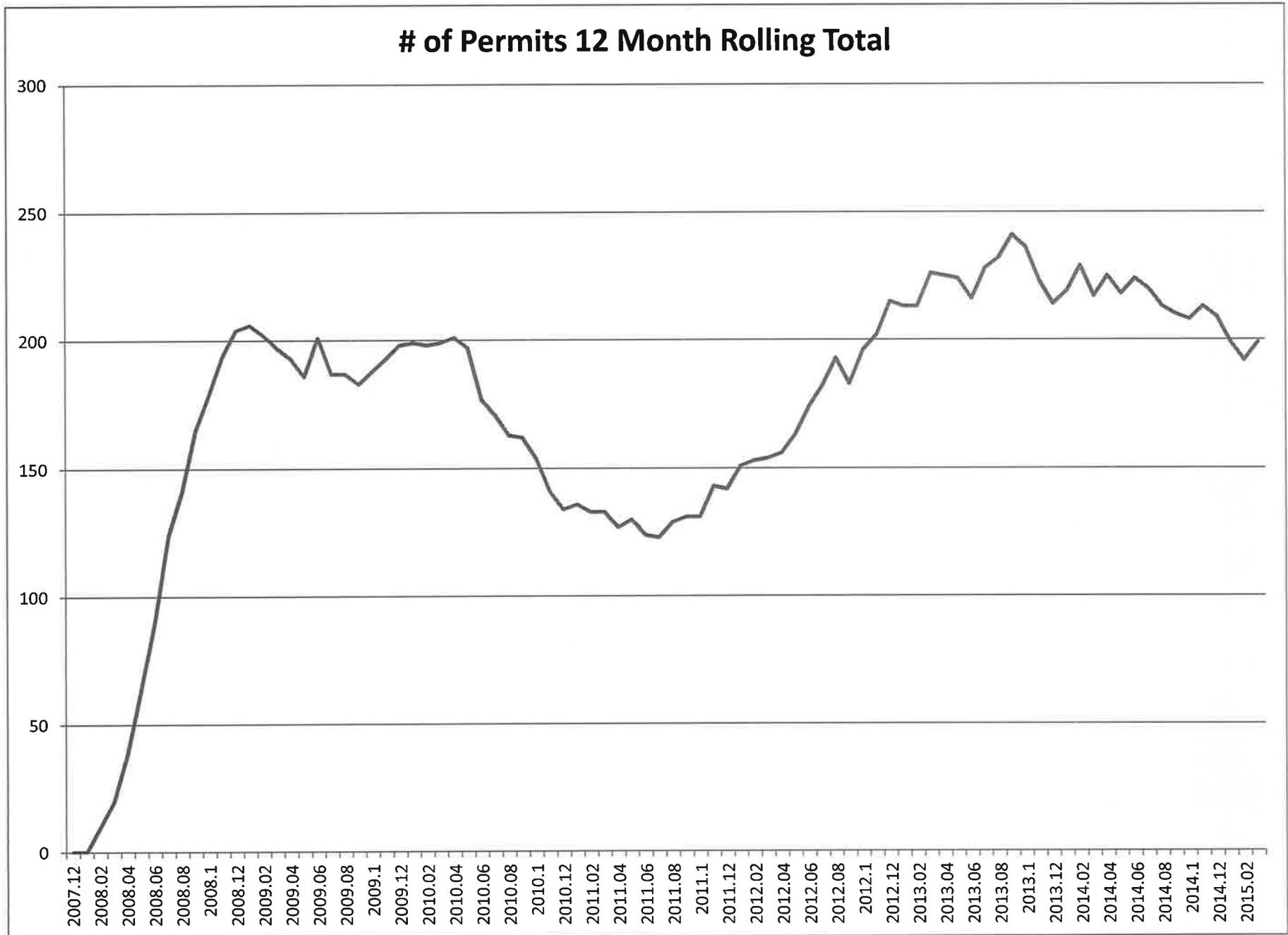
	<u>VALUE OF CONSTRUCTION</u>		<u>PERMIT FEES COLLECTED</u>		<u>%</u>	<u>PERMITS</u>
	<u>2014</u>	<u>2015</u>	<u>2014</u>	<u>2015</u>	<u>CHANGE</u>	<u>ISSUED</u>
January	\$1,527,500.00	\$1,355,000.00	\$17,727.00	\$13,967.00	89%	7
February	\$1,574,900.00	\$1,069,000.00	\$16,728.10	\$12,381.00	68%	7
March	\$2,755,000.00	\$2,436,000.00	\$31,787.85	\$23,235.95	88%	15
April	\$0.00	\$0.00	\$0.00	\$0.00	0%	
May	\$0.00	\$0.00	\$0.00	\$0.00	0%	
June	\$0.00	\$0.00	\$0.00	\$0.00	0%	
July	\$0.00	\$0.00	\$0.00	\$0.00	0%	
August	\$0.00	\$0.00	\$0.00	\$0.00	0%	
September	\$0.00	\$0.00	\$0.00	\$0.00	0%	
October	\$0.00	\$0.00	\$0.00	\$0.00	0%	
November	\$0.00	\$0.00	\$0.00	\$0.00	0%	
December	\$0.00	\$0.00	\$0.00	\$0.00	0%	
TOTALS TO DATE		\$4,860,000.00		\$49,583.95		29
2014 COMPARISON		\$5,857,400.00		\$66,242.95		39
Total % CHANGE		83%		75%		74%

Note: The Graphs Below only Include Septic Permits in 2012 and beyond

Total Value of Permits 12 Month Rolling Total



Note: The Graphs Below only Include Septic Permits in 2012 and beyond



Note: The Graphs Below only Include Septic Permits in 2012 and beyond

Permit Fees Collected 12 Month Rolling Total

